

REPORT FORMAT: V-L2 (Medium - SBI) | Version: 12.0 Nov. 2022

CASE NO.VIS (2022-23)-PL498-405-908

Dated: 24.02.2023

VALUATION REPORT

OF

NATURE OF ASSETS	LAND & BUILDING
CATEGORY OF ASSETS	INDUSTRIAL
TYPE OF ASSETS	INDUSTRIAL PROJECT

SITUATED AT

NO OF R.S. PLOT 1310(P), 1315(P), 1316(P), 1317(P), 1318, 1646(P), 1654(P),
1655, 1656(P), 1657(P), 1658, 1659, 1660(P), 1661(P), 1662(P), 1678(P), 1679(P),
1680(P), 1681(P), 1682(P), 1683(P), 1684(P), 1696(P), 1655/1962(P), 1655/1963(P)
& 1655/1964(P) SURVEY PLOT-INS/3, MOUZA-GANRUI, J.LNO.12, THANA-
ASANSOL, PARGANA-SHERGARH, SUB-REGISTRATION OFFICE-ASANSOL,
DISTRICT-PASCHIM BARDHAMAN, WEST BENGAL

REPORT PREPARED FOR
STATE BANK OF INDIA IFB KOLKATA

- Corporate Valuers
- Business/ Enterprise/ Equity Valuations
- Lender's Independent Engineers DIS
- Techno Economic Viability Consultants (TEV)
- Agency for Specialized Account Monitoring (ASM)
- Project Techno-Financial Advisors
- Chartered Engineers
- Industry/ Trade Rehabilitation Consultants
- NPA Management
- Panel Valuer & Techno Economic Consultants for PSU Banks

NOTE: As per IBA & Bank's Guidelines please provide your feedback on the report within 15 days of its submission
after which report will be considered to be correct.

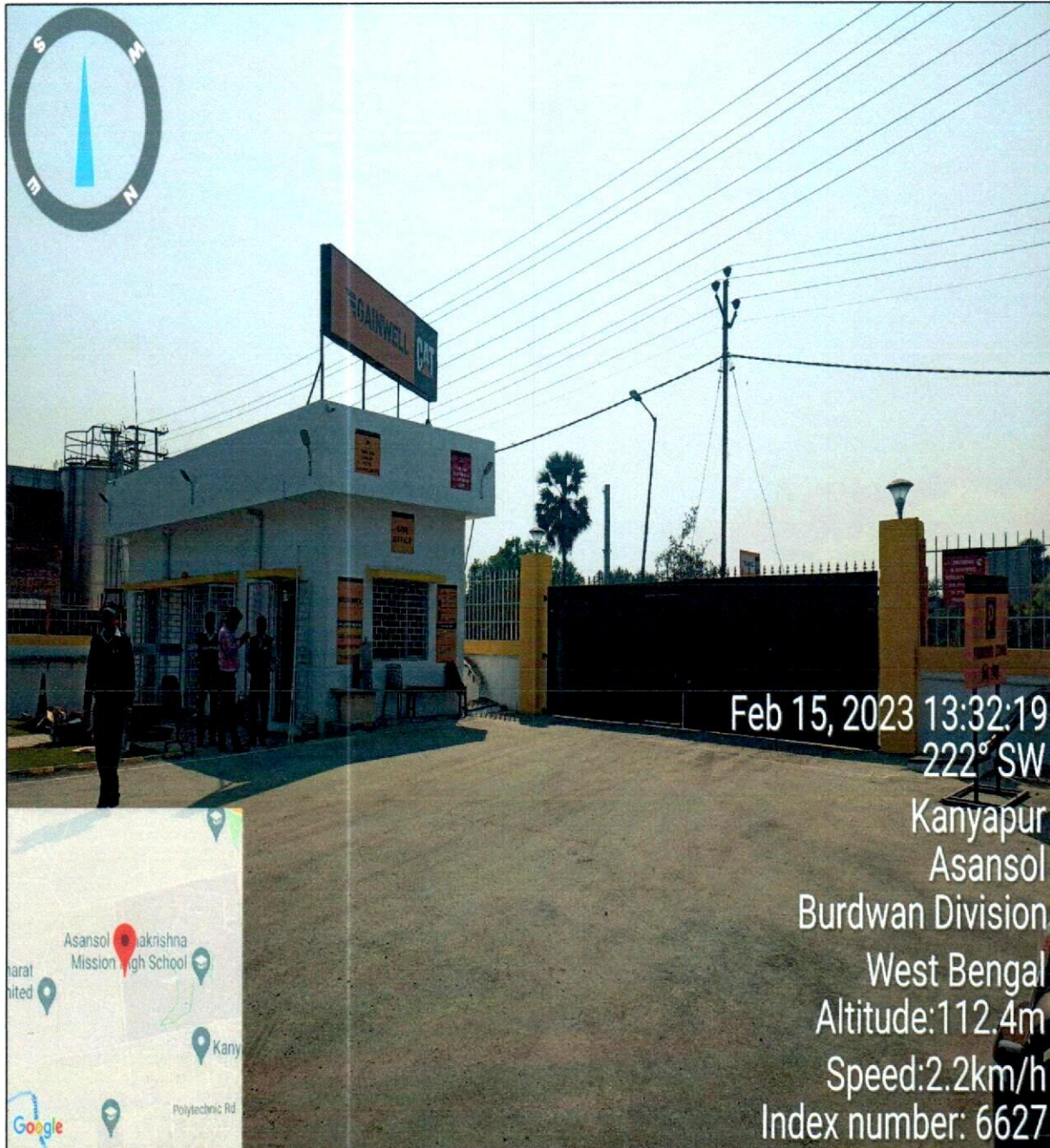
Valuation Terms of Services & Valuer's Important Remarks are available at www.rkassociates.org for reference

FILE NO.: VIS (2022-23)-PL498-405-908

E-mail - valuers@rkassociates.org | Website: www.rkassociates.org

PART A

SNAPSHOT OF THE ASSET/ PROPERTY UNDER VALUATION



NO OF R.S. PLOT 1310(P), 1315(P), 1316(P), 1317(P), 1318, 1646(P), 1654(P), 1655, 1656(P), 1657(P), 1658, 1659, 1660(P), 1661(P), 1662(P), 1678(P), 1679(P), 1680(P), 1681(P), 1682(P), 1683(P), 1684(P), 1696(P), 1655/1962(P), 1655/1963(P) & 1655/1964(P). SURVEY PLOT-INS/3, MOUZA-GANRUI, J.LNO.12, THANA-ASANSOL, PARGANA-SHERGARH, SUB-REGISTRATION OFFICE- ASANSOL, DISTRICT-PASCHIM BARDHAMAN, WEST BENGAL

PART B

SBI FORMAT OF OPINION REPORT ON VALUATION

Name & Address of Branch	State Bank of India IFB Kolkata
Name of Customer (s)/ Borrower Unit	M/s. Gainwell Commosales Pvt. Ltd.
Work Order No. & Date	Dated 3 December, 2022

S.NO.	CONTENTS	DESCRIPTION						
1.	INTRODUCTION							
a.	Name of Property Owner	M/s. Gainwell Commosales Pvt. Ltd. (as per copy of documents provided to us)						
	Address & Phone Number of the Owner	Godrej Waterside, 705, 7 th floor, Tower II, Plot No 5, Block DP, Sector V, Salt Lake, Kolkata, -700091, West Bengal						
b.	Purpose of the Valuation	For Periodic Re-valuation of the mortgaged property						
c.	Date of Inspection of the Property	15 February 2023						
	Property Shown By	<table> <tr> <th>Name</th><th>Relationship with Owner</th><th>Contact Number</th></tr> <tr> <td>Mr. Sanjib Maity</td><td>Company representative</td><td>+91-9830628704</td></tr> </table>	Name	Relationship with Owner	Contact Number	Mr. Sanjib Maity	Company representative	+91-9830628704
Name	Relationship with Owner	Contact Number						
Mr. Sanjib Maity	Company representative	+91-9830628704						
d.	Date of Valuation Report	24 February 2023						
e.	Name of the Developer of the Property	Owners themselves						
	Type of Developer	Property built by owner's themselves						

2. PHYSICAL CHARACTERISTICS OF THE PROPERTY

BRIEF DESCRIPTION OF THE PROPERTY UNDER VALUATION

This opinion on Valuation report is prepared for the property situated at the aforesaid address. As per the copy of lease deeds the subject property having collective area of 4.80 acre had been leased to M/S Tractor India Pvt Ltd for initial 60 Years with effective from 28.12.2016 and extendable to another 30 years allotment letter dated 26/07/2016.

Further vide NCLT order dated 7th May 2018, four companies vise M/s. Goodearth Minetech Pvt. Ltd., M/s. Tractor India Pvt. Ltd., M/s. Impact Industrial Components Pvt. Ltd. were amalgamated with M/s. Gainwell Commosales Pvt. Ltd

The subject property is ~700m away from the NH2(Delhi Kolkata Highway).

This report only contains general assessment & opinion on the Guideline Value and the indicative, estimated Market Value of the property of which Bank/ customer asked us to conduct the Valuation for the property found on as-is-where basis as shown on the site by the Bank/ customer of which photographs is also attached with the report. No legal aspects in terms of ownership or any other legal aspect is taken into consideration. Even if any such information is mentioned in the report it is only referred from the information provided for which we do not assume any responsibility. Due care has been given while doing valuation assessment, but it doesn't contain any due-diligence or audit or verification of any kind other than the valuation computation of the property shown to us on site. Information/ data/ documents given to us by Bank/ client have been relied upon in good faith. This report doesn't contain any other recommendations of any sort.

In case of discrepancy in the address/ property number mentioned in the property documents and the property shown to us at the site due to change in zoning or administrative level at the site or the client misled the valuer by providing the fabricated/ incorrect document or information, the valuation should be considered of the property shown to us at the site by the client of which the photographs are also attached. In case of any doubt,

	best would be to contact the concerned authority/ district administration/ tehsil level for the identification of the property if the property depicted in the photographs in this report is same with the documents pledged.		
a.	Location attribute of the property		
i.	Nearby Landmark	Payal Food Product	
ii.	Postal Address of the Property	No of R.S. Plot 1310(P), 1315(P), 1316(P), 1317(P), 1318, 1646(P), 1654(P), 1655, 1656(P), 1657(P), 1658, 1659, 1660(P), 1661(P), 1662(P), 1678(P), 1679(P), 1680(P), 1681(P), 1682(P), 1683(P), 1684(P), 1696(P), 1655/1962(P), 1655/1963(P) & 1655/1964(P). Survey Plot-Ins/3, Mouza-Ganrui, J. Lno.12, Thana-Asansol, Pargana-Shergarh, Sub-Registration Office-Asansol, District-Paschim Bardhaman, West Bengal	
iii.	Type of Land	Solid Land/ on road level	
iv.	Independent access/ approach to the property	Clear independent access is available	
v.	Google Map Location of the Property with a neighborhood layout map	Enclosed with the Report Coordinates or URL: 23°42'51.1"N 86°56'47.3"E	
vi.	Details of the roads abutting the property		
	(a) Main Road Name & Width	NH-2(Delhi Kolkata Highway)	Approx. 60 ft. wide
	(b) Front Road Name & width	ADDA Industrial Road	Approx. 40 ft. wide
	(c) Type of Approach Road	Bituminous Road	
	(d) Distance from the Main Road	~700 m	
vii.	Description of adjoining property	Notified Industrial area so all adjacent land use is Industrial	
viii.	Plot No. / Survey No.	INS /3	
ix.	Zone/ Block	---	---
x.	Sub registrar	Asansol	
xi.	District	Paschim Bardhaman	
xii.	Any other aspect	Valuation is done for the property found as per the information given in the copy of documents provided to us and/ or confirmed by the owner/ owner representative to us at site. Getting cizra map or coordination with revenue officers for site identification is a separate activity and is not covered in this Valuation services.	
	(a) List of documents produced for perusal (<i>Documents has been referred only for reference purpose as provided. Authenticity to be ascertained by legal practitioner</i>)	Documents Requested	Documents Provided
		Total 03 documents requested.	Total 03 documents provided
		Property Title document	Lease Deed
		Last paid Electricity Bill	Last paid Electricity Bill
		Pollution certificate	Pollution Certificate
			Dated - 10-08-2022
	(b) Documents provided by	Owner's representative	
		Name	Relationship with Owner
		Mr. Subhomoy Bhattacharya	Representative
			+91-98319 58099
	(c) Identification procedure followed of the property	<input type="checkbox"/> Identified by the owner <input checked="" type="checkbox"/> Identified by owner's representative	

	<input checked="" type="checkbox"/>	Done from the name plate displayed on the property		
	<input type="checkbox"/>	Cross checked from boundaries or address of the property mentioned in the deed		
	<input type="checkbox"/>	Enquired from local residents/ public		
	<input type="checkbox"/>	Identification of the property could not be done properly		
	<input type="checkbox"/>	Survey was not done		
	(d) Type of Survey		Full survey (inside-out with approximate measurements & photographs).	
	(e) Is property clearly demarcated by permanent/ temporary boundary on site		Yes demarcated properly	
	(f) Is the property merged or colluded with any other property		No. It is an independent single bounded property	
	(g) City Categorization		Scale-B City	Semi Urban
	(h) Characteristics of the locality		Good	Within urban developing zone
(i) Property location classification		Corner Plot	None	None
(j) Property Facing		West Facing(By considering main gate)		
b.	Area description of the Property <i>Also please refer to Part-B Area description of the property. Area measurements considered in the Valuation Report is adopted from relevant approved documents or actual site measurement whichever is less, unless otherwise mentioned. Verification of the area measurement of the property is done only based on sample random checking.</i>		Land	Construction
				Covered Area
		4.80 Acres	426.86 sq.mtr/ 4593 sq.ft	
c. Boundaries schedule of the Property				
i.	Are Boundaries matched		Yes from the available documents	
ii.	Directions	As per Sale Deed/TIR	Actual found at Site	
	East	4.5mtr wide drain and Ramakrishna missions	Drain RK Mission road	
	West	60 ft. wide road	ADDA Road	
	North	60 ft. wide road	ADDA Road	
	South	Payel Food	Payal Food	
3. TOWN PLANNING/ ZONING PARAMETERS				
a.	Master Plan provisions related to property in terms of Land use		Industrial	
	i.	Any conversion of land use done	Not Applicable, since it is in an industrial zone	
	ii.	Current activity done in the property	Used for Industrial purpose	
	iii.	Is property usage as per applicable zoning	Yes, used as Industrial as per zoning	
	iv.	Any notification on change of zoning regulation	No information available	
	v.	Street Notification	Industrial	
b.	Provision of Building by-laws as applicable		PERMITTED	CONSUMED
	i.	FAR/FSI	No information available	

	ii. Ground coverage	No information available	----
	iii. Number of floors	----	----
	iv. Height restrictions	----	----
	v. Front/ Back/Side Setback	----	----
	vi. Status of Completion/ Occupational certificate	----	No information provided
c.	Comment on unauthorized construction if any	No.	
d.	Comment on Transferability of developmental rights	Lease hold, have to take NOC in order to transfer	
e.	i. Planning Area/ Zone	ADDA	
	ii. Master Plan Currently in Force	NA	
	iii. Municipal Limits	Municipal Corporation Asansol	
f.	Developmental controls/ Authority	ADDA	
g.	Zoning regulations	Industrial	
h.	Comment on the surrounding land uses & adjoining properties in terms of uses	Notified Industrial area so all adjacent land use is Industrial	
i.	Comment of Demolition proceedings if any	Not in our knowledge	
i.	Comment on Compounding/ Regularization proceedings	Not in our knowledge	
j.	Any other aspect	---	
	i. Any information on encroachment	No	
	ii. Is the area part of unauthorized area/ colony	No (As per general information available)	
4. DOCUMENT DETAILS AND LEGAL ASPECTS OF THE PROPERTY			
a.	Ownership documents provided	Lease Deed	None
b.	Names of the Legal Owner/s	As per the copy of lease deed dated 24th November 2000, the subject land parcel was leased out by ADDA (Asansol Durgapur Development Authority) to M/s. TIL Limited for a tenure of sixty years from 12 th May 2000 to 11 th May 2060, extendable to another 30 years with applicable lease rent. However, as per the modification lease dated 27 th March 2017 the name of M/s. Tractor India Ltd. was changed M/s. Tractor India Pvt. Ltd. Further vide NCLT order dated 7 th May 2018, four companies viz M/s. Goodearth Minetech Pvt. Ltd., M/s. Tractor India Pvt. Ltd., M/s. Impact Industrial Components Pvt. Ltd. were amalgamated with M/s. Gainwell Commosales Pvt. Ltd.	
c.	Constitution of the Property	Leasehold	
d.	Agreement of easement if any	Not know	
e.	Notice of acquisition if any and area under acquisition	No such information came to our knowledge	
f.	Notification of road widening if any and area under acquisition	No such information came to our knowledge	
g.	Heritage restrictions, if any	No	
h.	Comment on Transferability of the property ownership	Lease hold, have to take NOC in order to transfer	
i.	Comment on existing mortgages/ charges/ encumbrances on the property, if any	Yes	State Bank of India

j.	Comment on whether the owners of the property have issued any guarantee (<i>personal or corporate</i>) as the case may be	Not Known to us	NA
k.	Building plan sanction:		
	i. Is Building Plan sanctioned	Cannot comment since no approved map provided to us on our request	
	ii. Authority approving the plan	Municipal Corporation Asansol	
	iii. Any violation from the approved Building Plan	Cannot comment due to map is not provided to us	
	iv. Details of alterations/ deviations/ illegal construction/ encroachment noticed in the structure from the original approved plan	<input type="checkbox"/> Permissible Alterations	
		<input type="checkbox"/> Not permitted alteration	
l.	Whether Property is Agricultural Land if yes, any conversion is contemplated	No not an agricultural property	
m.	Whether the property SARFAESI complaint	Yes	
n.	i. Information regarding municipal taxes (<i>property tax, water tax, electricity bill</i>)	Property Tax	No information available
		Water Tax	No information available
		Electricity Bill	Yes, last bill/ payment receipt attached
	ii. Observation on Dispute or Dues if any in payment of bills/ taxes	No such information came to knowledge on site	
	iii. Is property tax been paid for this property	can not say because no documents provided regarding it	
	iv. Property or Tax Id No.	NA	
o.	Whether entire piece of land on which the unit is set up / property is situated has been mortgaged or to be mortgaged	Yes, as informed by owner/ owner representative.	
p.	Qualification in TIR/Mitigation suggested if any	Can't comment since not a legal expert	
q.	Any other aspect	<p>This is just an opinion report on Valuation based on the copy of the documents/ information provided to us by the client and has been relied upon in good faith of the property found as per the information given in the documents provided to us and/ or confirmed by the owner/ owner representative to us on site.</p> <p>Legal aspects, Title verification, Verification of authenticity of documents from originals or cross checking from any Govt. dept. of the property have to be taken care by legal expert/ Advocate.</p>	
	i. Property presently occupied/ possessed by	Owner	

*NOTE: Please see point 6 of Enclosure: VIII – Valuer's Important Remarks

5.	ECONOMIC ASPECTS OF THE PROPERTY	
a.	Reasonable letting value/ Expected market monthly rental	NA
b.	Is property presently on rent	No
	i. Number of tenants	NA
	ii. Since how long lease is in place	NA
	iii. Status of tenancy right	NA
	iv. Amount of monthly rent received	NA
c.	Taxes and other outgoing	No documents are provided regarding it
d.	Property Insurance details	No documents are provided regarding it
e.	Monthly maintenance charges payable	No documents are provided regarding it

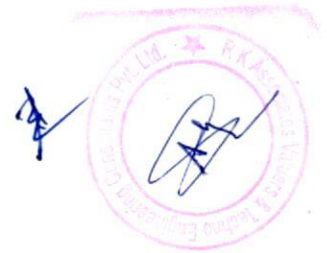
f.	Security charges, etc.	No documents are provided regarding it			
g.	Any other aspect	NA			
6.	SOCIO - CULTURAL ASPECTS OF THE PROPERTY				
a.	Descriptive account of the location of the property in terms of social structure of the area in terms of population, social stratification, regional origin, age groups, economic levels, location of slums/squatter settlements nearby, etc.		Industrial area		
b.	Whether property belongs to social infrastructure like hospital, school, old age homes etc.		No		
7.	FUNCTIONAL AND UTILITARIAN SERVICES, FACILITIES & AMENITIES				
a.	Description of the functionality & utility of the property in terms of:				
	i.	Space allocation	Yes		
	ii.	Storage spaces	Yes		
	iii.	Utility of spaces provided within the building	Yes		
	iv.	Car parking facilities	Yes		
	v.	Balconies	No		
b.	Any other aspect				
	i.	Drainage arrangements	Yes		
	ii.	Water Treatment Plant	No		
	iii.	Power Supply arrangements	Permanent	Yes	
			Auxiliary	No information available	
	iv.	HVAC system	No		
	v.	Security provisions	Yes/ Private security guards		
	vi.	Lift/ Elevators	No		
	vii.	Compound wall/ Main Gate	Yes		
	viii.	Whether gated society	No		
	Internal development				
	Garden/ Park/ Land scraping	Water bodies	Internal roads	Pavements	Boundary Wall
	No	No	Yes	Yes	Yes
8.	INFRASTRUCTURE AVAILABILITY				
a.	Description of Aqua Infrastructure availability in terms of:				
	i.	Water Supply	Yes from municipal connection		
	ii.	Sewerage/ sanitation system	Underground		
	iii.	Storm water drainage	Yes		
b.	Description of other Physical Infrastructure facilities in terms of:				
	i.	Solid waste management	Yes, by the local Authority		
	ii.	Electricity	Yes		
	iii.	Road and Public Transport connectivity	Yes		
	iv.	Availability of other public utilities nearby	Transport, Market, Hospital etc. available in close vicinity		
c.	Proximity & availability of civic amenities & social infrastructure				
	School	Hospital	Market	Bus Stop	Railway Station
					Metro
					Airport

	~ 2km	~ 2km	~ 2km	---	7km	---	~ 40km
	Availability of recreation facilities (parks, open spaces etc.)			No, It is a developing area and recreational facilities are planned to be developed nearby			
9.	MARKETABILITY ASPECTS OF THE PROPERTY						
a.	Marketability of the property in terms of						
	i.	Location attribute of the subject property			Good		
	ii.	Scarcity			Similar kind of properties are not easily available in this area.		
	iii.	Demand and supply of the kind of the subject property in the locality			Good demand of such properties in the market.		
	iv.	Comparable Sale Prices in the locality			Please refer to Part D: Procedure of Valuation Assessment		
b.	Any other aspect which has relevance on the value or marketability of the property			Property is located near by main road.			
	i.	Any New Development in surrounding area			No		NA
	ii.	Any negativity/ defect/ disadvantages in the property/ location			No		NA
10.	ENGINEERING AND TECHNOLOGY ASPECTS OF THE PROPERTY						
a.	Type of construction			Structure	Slab	Walls	
Please refer attached building sheet				Please refer attached building sheet		Please refer attached building sheet	
b.	Material & Technology used			Material Used		Technology used	
Grade B Material				Please refer attached building sheet			
c.	Specifications						
	i.	Roof			Floors/ Blocks	Type of Roof	
				Please refer to the building sheet attached		Please refer to the building sheet attached	
	ii.	Floor height			Please refer to the building sheet attached		
	iii.	Type of flooring			Simple marble		
	iv.	Doors/ Windows			Steel frame doors and windows and steel shutters		
	v.	Class of construction/ Appearance/ Condition of structures			Internal - Class B construction (Good)		
				External - Class B construction (Good)			
	vi.	Interior Finishing & Design			Choose an item., Simple/ Average finishing, Simple Plastered Walls		
	vii.	Exterior Finishing & Design			Choose an item., Plain ordinary finishing, Not Applicable		
	viii.	Interior decoration/ Special architectural or decorative feature			Simple plain looking structure.		
	ix.	Class of electrical fittings			Internal / Normal quality fittings used		
	x.	Class of sanitary & water supply fittings			Internal / Normal quality fittings used		
d.	Maintenance issues			No maintenance issue, structure is maintained properly			
e.	Age of building/ Year of construction			Please refer to the attached building sheet below		Please refer to the attached building sheet below	
f.	Total life of the structure/ Remaining life expected			Please refer building sheet below		Please refer building sheet below	

g.	Extent of deterioration in the structure	No deterioration came into notice through visual observation
h.	Structural safety	Structure built on RCC and Tin shed technique so it can be assumed as structurally stable. However no structural stability certificate is available
i.	Protection against natural disasters viz. earthquakes etc.	No supporting documents available
j.	Visible damage in the building if any	No visible damages in the structure
k.	System of air conditioning	No Aircondition installed
l.	Provision of firefighting	No firefighting system installed
m.	Copies of the plan and elevation of the building to be included	Not Available
11. ENVIRONMENTAL FACTORS		
a.	Use of environment friendly building materials like fly ash brick, other green building techniques if any	No, regular building techniques of RCC and burnt clay bricks are used and GI Shed used
b.	Provision of rainwater harvesting	No
c.	Use of solar heating and lighting systems, etc.	No
d.	Presence of environmental pollution in the vicinity of the property in terms of industries, heavy traffic, etc. if any	Yes, property is near to Industrial area and therefore pollution is present
12. ARCHITECTURAL AND AESTHETIC QUALITY OF THE PROPERTY		
a.	Descriptive account on whether the building is modern, old fashioned, etc., plain looking or with decorative elements, heritage value if applicable, presence of landscape elements, etc.	Plain looking simple structure
13. VALUATION		
a.	Methodology of Valuation – Procedures adopted for arriving at the Valuation	Please refer to Part D: Procedure of Valuation Assessment of the report.
b.	Prevailing Market Rate/ Price trend of the Property in the locality/ city from property search sites	Please refer to Part D: Procedure of Valuation Assessment of the report and the screenshot annexure in the report, if available.
c.	Guideline Rate obtained from Registrar's office/ State Govt. gazette/ Income Tax Notification	Please refer to Point 3 of Part D: Procedure of Valuation Assessment of the report and the screenshot annexure in the report, if available.
d.	Summary of Valuation	For detailed Valuation calculation please refer to Part D: Procedure of Valuation Assessment of the report.
	i. Guideline Value	Rs.10,47,00,000/- (only land value)
	1. Land	Rs.10,47,00,000/-
	2. Building	----
	ii. Indicative Prospective Estimated Fair Market Value	Rs.21,76,00,000/-
	iii. Expected Estimated Realizable Value	Rs.18,49,60,000/-
	iv. Expected Forced/ Distress Sale Value	Rs.16,32,00,000/-
	v. Valuation of structure for Insurance purpose	---

e.	i.	Justification for more than 20% difference in Market & Circle Rate	Circle rates are determined by the District administration as per their own theoretical internal policy for fixing the minimum valuation of the property for property registration tax collection purpose and Market rates are adopted based on prevailing market dynamics found as per the discrete market enquiries which is explained clearly in Valuation assessment factors.
	ii.	Details of last two transactions in the locality/ area to be provided, if available	No authentic last two transactions details could be known. However prospective transaction details as per information available on public domain and gathered during site survey is mentioned in Part D: Procedure of Valuation Assessment of the report and the screenshots of the references are annexed in the report for reference.
14.	Declaration	<p>a. The information provided by us is true and correct to the best of our knowledge and belief.</p> <p>b. The analysis and conclusions are limited by the reported assumptions, limiting conditions, remarks.</p> <p>c. Firm have read the Handbook on Policy, Standards and Procedures for Real Estate Valuation by Banks and HFIs in India, 2009 issued by IBA and NHB, fully understood the provisions of the same and followed the provisions of the same to the best of our ability and this report is in conformity to the Standards of Reporting enshrined in the above Handbook as much as practically possible in the limited time available.</p> <p>d. Procedures and standards adopted in carrying out the valuation and is mentioned in Part-D of the report which may have certain departures to the said IBA and IVS standards in order to provide better, just & fair valuation.</p> <p>e. No employee or member of R.K Associates has any direct/ indirect interest in the property.</p> <p>f. Our authorized surveyor Anirban Roy and Rajat has visited the subject property on 15/2/2023 in the presence of the owner's representative with the permission of owner.</p> <p>g. Firm is an approved Valuer of the Bank.</p> <p>h. We have not been depanelled or removed from any Bank/Financial Institution/Government Organization at any point of time in the past.</p> <p>i. We have submitted the Valuation Report directly to the Bank.</p>	
15.	ENCLOSED DOCUMENTS		
a.	Layout plan sketch of the area in which the property is located with latitude and longitude		Google Map enclosed with coordinates
b.	Building Plan		Not provided by the owner/ client
c.	Floor Plan		Not provided by the owner/ client
d.	Photograph of the property (including geo-stamping with date) and owner (in case of housing loans, if borrower is available) including a "Selfie" of the Valuer at the site		Owner's representative photograph with the property is enclosed with the report along with property other photographs
e.	Certified copy of the approved / sanctioned plan wherever applicable from the concerned office		approved map is not provided
f.	Google Map location of the property		Enclosed with the Report
g.	Price trend of the property in the locality/city from property search sites viz Magickbricks.com, 99Acres.com, Makaan.com etc.		Enclosed with the Report
h.	Any other relevant documents/extracts (All enclosures & annexures to remain integral part & parcel of the main report)		<p>i. Part C: Area Description of the Property</p> <p>ii. Part D: Procedure of Valuation Assessment</p> <p>iii. References on price trend of the similar related properties available on public domain, if available</p>

		<p>iv. Copy of Circle Rate</p> <p>v. Important property documents exhibit</p> <p>vi. Annexure: VI - Declaration-Cum-Undertaking</p> <p>vii. Annexure: VII - Model Code of Conduct for Valuers</p> <p>viii. Part E: Valuer's Important Remarks</p>
i.	Total Number of Pages in the Report with enclosures	49



ENCLOSURE: I

PART C

AREA DESCRIPTION OF THE PROPERTY

1.	Land Area considered for Valuation	4.80 acres (2,09,088 sq.ft)	
	Area adopted on the basis of Remarks & observations, if any	Property documents only since site measurement couldn't be carried out NA	
2.	Constructed Area considered for Valuation (As per IS 3861-1966)	Covered Area	426.86sq.mtr/ 4593sq.ft
	Area adopted on the basis of Remarks & observations, if any	Site survey measurement only since no relevant document was available NA	

Note:

1. Area measurements considered in the Valuation Report pertaining to Land & Building is adopted from relevant approved documents or actual site measurement whichever is less. All area measurements are on approximate basis only.
2. Verification of the area measurement of the property is done based on sample random checking only.
3. Area of the large land parcels of more than 2500 sq.mtr or of uneven shape, is taken as per property documents verified with digital survey through google which has been relied upon.
4. Drawing Map, design & detailed estimation of the property/ building is out of scope of the Valuation services.



PART D

PROCEDURE OF VALUATION ASSESSMENT

1.	GENERAL INFORMATION				
i.	Important Dates	Date of Appointment	Date of Inspection of the Property	Date of Valuation Assessment	Date of Valuation Report
		3 December 2022	15 February 2023	24 February 2023	24 February 2023
ii.	Client	State Bank of India IFB, Kolkata			
iii.	Intended User	State Bank of India IFB, Kolkata			
iv.	Intended Use	To know the general idea on the market valuation trend of the property as per free market transaction. This report is not intended to cover any other internal mechanism, criteria, considerations of any organization as per their own need, use & purpose.			
v.	Purpose of Valuation	For Periodic Re-valuation of the mortgaged property			
vi.	Scope of the Assessment	Non binding opinion on the assessment of Plain Physical Asset Valuation of the property identified to us by the owner or through his representative.			
vii.	Restrictions	This report should not be referred for any other purpose, by any other user and for any other date other than as specified above. This report is not a certification of ownership or survey number/ property number/ Khasra number which are merely referred from the copy of the documents provided to us.			
viii.	Manner in which the proper is identified	<input type="checkbox"/> Identified by the owner <input checked="" type="checkbox"/> Identified by owner's representative <input checked="" type="checkbox"/> Done from the name plate displayed on the property <input checked="" type="checkbox"/> Cross checked from boundaries or address of the property mentioned in the deed <input type="checkbox"/> Enquired from local residents/ public <input type="checkbox"/> Identification of the property could not be done properly <input type="checkbox"/> Survey was not done			
ix.	Is property number/ survey number displayed on the property for proper identification?	No.			
x.	Type of Survey conducted	Full survey (inside-out with approximate measurements & photographs).			

2.		ASSESSMENT FACTORS		
i.	Valuation Standards considered	Mix of standards such as IVS and others issued by Indian authorities & institutions and improvised by the RKA internal research team as and where it is felt necessary to derive at a reasonable, logical & scientific approach. In this regard proper basis, approach, working, definitions considered is defined below which may have certain departures to IVS.		
ii.	Nature of the Valuation	Fixed Assets Valuation		
iii.	Nature/ Category/ Type/ Classification of Asset under Valuation	Nature	Category	Type
		LAND & BUILDING	INDUSTRIAL	INDUSTRIAL PROJECT LAND & BUILDING
		Classification	Non - Income/ Revenue Generating Asset	
iv.	Type of Valuation (Basis of Valuation as per IVS)	Primary Basis	Market Value & Govt. Guideline Value	
		Secondary Basis	Not Applicable	
v.	Present market state of the Asset assumed (Premise of Value as per IVS)	Under Normal Marketable State Reason: Asset under free market transaction state		
vi.	Property Use factor	Current/ Existing Use	Highest & Best Use	Considered for Valuation purpose

			(In consonance to surrounding use, zoning and statutory norms)		
		Industrial	Industrial	Industrial	
vii.	Legality Aspect Factor	Assumed to be fine as per copy of the documents & information produced to us. However Legal aspects of the property of any nature are out-of-scope of the Valuation Services. In terms of the legality, we have only gone by the documents provided to us in good faith. Verification of authenticity of documents from originals or cross checking from any Govt. deptt. have to be taken care by Legal expert/ Advocate.			
viii.	Class/ Category of the locality	Upper Middle Class (Good)			
ix.	Property Physical Factors	Shape	Size	Layout	
		Rectangle	Medium	Normal Layout	
x.	Property Location Category Factor	City Categorization	Locality Characteristics	Property location characteristics	Floor Level
		Scale-B City	Good	On Wide Road	Please refer building sheet below
		Semi Urban	Normal	Not Applicable	
			Semi urban developing	Not Applicable	
		Property Facing			
		West Facing			
xi.	Physical Infrastructure availability factors of the locality	Water Supply	Sewerage/ sanitation system	Electricity	Road and Public Transport connectivity
		Yes from municipal connection	Underground	Yes	Easily available
		Availability of other public utilities nearby		Availability of communication facilities	
		Transport, Market, Hospital etc. are available in close vicinity		Major Telecommunication Service Provider & ISP connections are available	
xii.	Social structure of the area (in terms of population, social stratification, regional origin, age groups, economic levels, location of slums/ squatter settlements nearby, etc.)	Industrial area			
xiii.	Neighbourhood amenities	Good			
xiv.	Any New Development in surrounding area	None	---		
xv.	Any specific advantage in the property	Property adjacent to ADDA road/polytechnic road.			
xvi.	Any specific drawback in the property	No			
xvii.	Property overall usability/ utility Factor	Good			
xviii.	Do property has any alternate use?	No, only for industrial purpose			

xix.	Is property clearly demarcated by permanent/ temporary boundary on site	Demarcated with permanent boundary		
xx.	Is the property merged or colluded with any other property	No		
		Comments: ---		
xxi.	Is independent access available to the property	Clear independent access is available		
xxii.	Is property clearly possessable upon sale	Yes		
xxiii.	Best Sale procedure to realize maximum Value (in respect to Present market state or premise of the Asset as per point (iv) above)	Fair Market Value Free market transaction at arm's length wherein the parties, after full market survey each acted knowledgeably, prudently and without any compulsion.		
xxiv.	Hypothetical Sale transaction method assumed for the computation of valuation	Fair Market Value Free market transaction at arm's length wherein the parties, after full market survey each acted knowledgeably, prudently and without any compulsion.		
xxv.	Approach & Method of Valuation Used	Land	Approach of Valuation	Method of Valuation
			Market Approach	Market Comparable Sales Method
		Building	Cost Approach	Depreciated Replacement Cost Method
xxvi.	Type of Source of Information	Level 3 Input (Tertiary)		
xxvii.	Market Comparable			
	References on prevailing market Rate/ Price trend of the property and Details of the sources from where the information is gathered (from property search sites & local information)	1.	Name: Contact No.: Nature of reference: Size of the Property: Location: Rates/ Price informed: Any other details/ Discussion held:	Mr. Santosh Kumar +91-080487 82140 Property Consultant Not Specified Same Location Around Rs. 6,00,000/- Rs. 7,00,000/- per Katha As per the discussion with the property dealer of the subject locality we came to know that there is very less availability of Industrial land on that area. Some larger plots are available for sale within the above-mentioned range.
		3.	Name: Contact No.: Nature of reference: Size of the Property: Location: Rates/ Price informed: Any other details/ Discussion held:	M/s. Gaurav Mishra 9679908090 Property Consultant Not Specified Same Location Rs. 6,00,000/-Rs. 7,00,000/- per katha ----
		NOTE: The given information above can be independently verified to know its authenticity.		
xxviii.	Adopted Rates Justification	As per our discussion with the property dealers and habitants of the subject location we have gathered the following information: - 1. There is very less availability of larger plots (having similar size as the subject property).		

2. As per discussion with the property dealer he told us that we can buy industrial land on ADDA auction. And he also said that there is less large plot as of the subject property.

Based on the above information and keeping in mind the less availability of plots in subject locality we are of the view to adopt a rate of **Rs. 6,50,000/- per katha.** for the purpose of this valuation assessment.

NOTE: We have taken due care to take the information from reliable sources. The given information above can be independently verified from the provided numbers to know its authenticity. However due to the nature of the information most of the market information came to knowledge is only through verbal discussion with market participants which we have to rely upon where generally there is no written record.

Related postings for similar properties on sale are also annexed with the Report wherever available.

xxix.	Other Market Factors					
	Current Market condition	Normal				
		Remarks: ---				
		Adjustments (-/+): 0%				
	Comment on Property Salability Outlook	Easily sellable				
		Adjustments (-/+): 0%				
	Comment on Demand & Supply in the Market	<table><tr><td>Demand</td><td>Supply</td></tr><tr><td>Good</td><td>Low</td></tr></table>	Demand	Supply	Good	Low
Demand	Supply					
Good	Low					
		Remarks: Good demand of such properties in the market				
		Adjustments (-/+): 0%				
xxx.	Any other special consideration	Reason: The subject property is a corner plot				
		Adjustments (-/+): +10%				
xxxi.	Any other aspect which has relevance on the value or marketability of the property	<p>NA</p> <p>Valuation of the same asset/ property can fetch different values under different circumstances & situations. For eg. Valuation of a running/ operational shop/ hotel/ factory will fetch better value and in case of closed shop/ hotel/ factory it will fetch considerably lower value. Similarly, an asset sold directly by an owner in the open market through free market arm's length transaction then it will fetch better value and if the same asset/ property is sold by any financier or court decree or Govt. enforcement agency due to any kind of encumbrance on it then it will fetch lower value. Hence before financing, Lender/ FI should take into consideration all such future risks while financing.</p> <p>This Valuation report is prepared based on the facts of the property & market situation on the date of the survey. It is a well-known fact that the market value of any asset varies with time & socio-economic conditions prevailing in the region/ country. In future property market may go down, property conditions may change or may go worse, property reputation may differ, property vicinity conditions may go down or become worse, property market may change due to impact of Govt. policies or effect of domestic/ world economy, usability prospects of the property may change, etc. Hence before financing, Banker/ FI should take into consideration all such future risk while financing.</p> Adjustments (-/+): 0%				
xxxii.	Final adjusted & weighted Rates considered for the subject property	Rs. 7,15,000/- per Katha <i>(With 10% premium on Rs. 6,50,000/- per katha)</i>				
xxxiii.	Considered Rates Justification	As per the thorough property & market factors analysis as described above, the considered estimated market rates appears to be reasonable in our opinion.				
xxxiv.	Basis of computation & working					
	<ul style="list-style-type: none">Valuation of the asset is done as found on as-is-where basis on the site as identified to us by client/ owner/ owner representative during site inspection by our engineer/s unless otherwise mentioned in the report.Analysis and conclusions adopted in the report are limited to the reported assumptions, conditions and					

information came to our knowledge during the course of the work and based on the Standard Operating Procedures, Best Practices, Caveats, Limitations, Conditions, Remarks, Important Notes, Valuation TOR and definition of different nature of values.

- For knowing comparable market rates, significant discreet local enquiries have been made from our side based on the hypothetical/ virtual representation of ourselves as both buyer and seller for the similar type of properties in the subject location and thereafter based on this information and various factors of the property, rate has been judiciously taken considering the factors of the subject property, market scenario and weighted adjusted comparison with the comparable properties unless otherwise stated.
- References regarding the prevailing market rates and comparable are based on the verbal/ informal/ secondary/ tertiary information which are collected by our team from the local people/ property consultants/ recent deals/ demand-supply/ internet postings are relied upon as may be available or can be fetched within the limited time & resources of the assignment during market survey in the subject location. No written record is generally available for such market information and analysis has to be derived mostly based on the verbal information which has to be relied upon.
- Market Rates are rationally adopted based on the facts of the property which came to our knowledge during the course of the assessment considering many factors like nature of the property, size, location, approach, market situation and trends and comparative analysis with the similar assets. During comparative analysis, valuation metrics is prepared and necessary adjustments are made on the subject asset.
- The indicative value has been suggested based on the prevailing market rates that came to our knowledge during secondary & tertiary market research and is not split into formal & informal payment arrangements. Most of the deals takes place which includes both formal & informal payment components. Deals which takes place in complete formal payment component may realize relatively less actual transaction value due to inherent added tax, stamp registration liabilities on the buyer.
- Secondary/ Tertiary costs related to asset transaction like Stamp Duty, Registration charges, Brokerage, Commission, Bank interest, Selling cost, Marketing cost, etc. pertaining to the sale/ purchase of this property are not considered while assessing the indicative estimated Market Value.
- This report includes both, Govt. Guideline Value and Indicative Estimated Prospective Market Value as described above. As per the current market practice, in most of the cases, formal transaction takes place for an amount less than the actual transaction amount and rest of the payment is normally done informally.
- Area measurements considered in the Valuation Report pertaining to asset/ property is adopted from relevant approved documents or sample site measurement whichever is less unless otherwise mentioned. All area measurements are on approximate basis only.
- Verification of the area measurement of the property is done based on sample random checking only.
- Area of the large land parcels of more than 2500 sq.mtr or of uneven shape in which there can be practical difficulty in sample measurement, is taken as per property documents which has been relied upon unless otherwise stated.
- Drawing, Map, design & detailed estimation of the property/ building is out of scope of the Valuation services.
- Construction rates are adopted based on the present market replacement cost of construction and calculating applicable depreciation & deterioration factor as per its age, existing condition & specifications based on visual observation only of the structure. No structural, physical tests have been carried out in respect of it. No responsibility is assumed for latent defects of any nature whatsoever, which may affect value, or for any expertise required to disclose such conditions.
- Construction rates are adopted based on the plinth area rates prevailing in the market for the structure as a whole and not based on item wise estimation or Bills of Quantity method unless otherwise stated.
- The condition assessment and the estimation of the residual economic life of the structure are only based on the visual observations and appearance found during the site survey. We have not carried out any structural design or stability study; nor carried out any physical tests to assess structural integrity & strength.
- Any kind of unpaid statutory, utilities, lease, interest or any other pecuniary dues on the asset or on its owners has not been factored in the Valuation.
- This Valuation is conducted based on the macro analysis of the asset/ property considering it in totality and not based on the micro, component or item wise analysis. Analysis done is a general assessment and is neither investigative in nature nor an audit activity.
- Valuation is done for the asset found on as-is-where basis which owner/ owner representative/ client/ bank

has shown to us on site of which some reference has been taken from the information/ data given in the copy of documents provided to us which have been relied upon in good faith and we have assumed that it to be true and correct.

xxxv.	ASSUMPTIONS
	<p>a. Documents/ Information/ Data provided by the client/ property owner or his representative both written & verbally is true and correct without any fabrication and has been relied upon in good faith.</p> <p>b. Local verbal enquiries during micro market research came to our knowledge are assumed to be taken on record as true & factual.</p> <p>c. The assets and interests therein have been valued free and clear of any liens or encumbrances unless stated otherwise. No hidden or apparent conditions regarding the subject assets or their ownership are assumed to exist. No opinion of title is rendered in this report and a good title is assumed unless stated otherwise.</p> <p>d. It is assumed that the concerned Lender/ Financial Institution has asked for the valuation of that property after satisfying the authenticity of the documents given to us and for which the legal verification has been already taken and cleared by the competent Advocate before requesting for the Valuation report. I/ We assume no responsibility for the legal matters including, but not limited to, legal or title concerns.</p> <p>e. Payment condition during transaction in the Valuation has been considered on all cash bases which includes both formal & informal payment components as per market trend.</p> <p>f. Sale transaction method of the asset is assumed as Free market transaction without any compulsion unless otherwise mentioned while assessing Indicative & Estimated Fair Prospective Market Value of the asset unless otherwise stated.</p> <p>g. If this Valuation Report is prepared for the Flat/ dwelling unit situated in a Group Housing Society or Integrated Township then approvals, maps of the complete group housing society/ township is out of scope of this report. This valuation report is prepared for the specific unit based on the assumption that complete Group Housing Society/ Integrated Township is approved and complied with all relevant laws and the subject unit is also approved within the Group Housing Society/ Township.</p>
xxxvi.	SPECIAL ASSUMPTIONS
	None
xxxvii.	LIMITATIONS
	NA

3.	VALUATION OF LAND		
	Particulars	Govt. Circle/ Guideline Value	Indicative & Estimated Prospective Fair Market Value
a.	Prevailing Rate range	Please refer to the attached sheet below	Rs 6,00,000/- to Rs. 7,00,000/- per Katha
b.	Rate adopted considering all characteristics of the property	Please refer to the attached sheet below	Rs.7,15,000/- per Katha (With 10% premium on Rs.6,50,000/- per Katha)
c.	Total Land Area considered (documents vs site survey whichever is less)	4.80 acre / 290.4 katha.	4.80 acre / 290.4 katha.
d.	Total Value of land (A)	Please refer to the attached sheet below	290.4 katha x Rs.7,15,000/- per Katha
		Rs.10,47,27,168/-	Rs.20,76,36,000/-

4. VALUATION COMPUTATION OF BUILDING & CIVIL WORKS

BUILDING VALUATION OF PROPERTY OF M/s. GAINWELL COMMONSALES PVT. LTD. | Thana-Asansol, Pargana-Shergarh, District-Paschim Bardhaman

SR. No.	Details of Building	Floor	Height in mtr	Type of Structure	Covered Area (in sq ft)	Year of Construction (Approximately)	Year of Valuation	Total Life Consumed (In year)	Total Economical Life (In year)	Plinth Area Rate (In per sq ft)	Gross Replacement Value (INR)	Depreciation (INR)	Depreciated Value (INR)	Depreciated Replacement Market Value (INR)
1	Electric Room	Ground Floor	2.77	RCC Framed Structure	186	2018	2023	5	60	₹ 1,200	₹ 2,23,700	₹ 16,778	₹ 2,06,923	₹ 2,06,923
2	Security Room	Ground Floor	2.77	GI Shed Over Brick Wall	90	2018	2023	5	45	₹ 1,000	₹ 90,384	₹ 9,038	₹ 81,346	₹ 81,346
3	Toilet	Ground Floor	2.6	RCC Framed Structure	75	2018	2023	5	60	₹ 1,200	₹ 89,480	₹ 6,711	₹ 82,769	₹ 82,769
4	PDI Shed	Ground Floor	11.5	GI Shed	3,841	2022	2023	1	45	₹ 1,600	₹ 61,46,112	₹ 1,22,922	₹ 60,23,190	₹ 60,23,190
5	Guard room/ office room	Ground Floor	5.2	RCC Framed Structure	400	2022	2023	1	60	₹ 1,400	₹ 5,60,456	₹ 8,407	₹ 5,52,049	₹ 5,52,049
TOTAL					4,593						₹ 71,10,133		₹ 69,46,277	₹ 69,46,277

Remarks:

1. All the details pertaining to the building area statement such as area, floor, etc has been taken from the site survey measurement since no approved site plan was provided to us
2. The subject property is constructed with RCC Framed type and GI Shed of structures..
3. The valuation is done by considering the depreciated replacement cost approach.
4. We have taken the year of construction from information provided to us during the survey.
5. As per our site survey we have observed the maintenance of the building is average



5. VALUATION OF ADDITIONAL AESTHETIC/ INTERIOR WORKS IN THE PROPERTY			
S.No.	Particulars	Specifications	Depreciated Replacement Value
a.	Add extra for Architectural aesthetic developments, improvements (add lump sum cost)	----	----
b.	Add extra for fittings & fixtures (Doors, windows, wood work, cupboards, modular kitchen, electrical/ sanitary fittings)	----	----
c.	Add extra for services (Water, Electricity, Sewerage, Main gate, Boundary, Lift, Auxiliary power, AC, HVAC, Firefighting etc.)	----	----
d.	Add extra for internal & external development (Internal roads, Landscaping, Pavements, Street lights, Green area development, External area landscaping, Land development, Approach road, etc.)	Boundary wall	Rs.30,00,000/-
e.	Depreciated Replacement Value (B)		Rs.30,00,000/-
f.	Note: <ul style="list-style-type: none"> Value for Additional Building & Site Aesthetic Works is considered only if it is having exclusive/ super fine work specification above ordinary/ normal work. Ordinary/ normal work value is already covered under basic rates above. Value of common facilities of society are not included in the valuation of Flat/ Built-up unit. 		

6. CONSOLIDATED VALUATION ASSESSMENT OF THE ASSET			
S.No.	Particulars	Govt. Circle/ Guideline Value	Indicative & Estimated Prospective Fair Market Value
1.	Land Value (A)	Rs.10,47,27,168/-	Rs.20,76,36,000/-
2.	Total BUILDING & CIVIL WORKS (B)	---	Rs.69,46,277/-
3.	Additional Aesthetic Works Value (C)	---	Rs.30,00,000/-
4.	Total Add (A+B+C)	Rs.10,47,27,168/-	Rs.21,75,82,277/-
5.	Additional Premium if any	---	---
	Details/ Justification	---	---
6.	Deductions charged if any	---	---
	Details/ Justification	---	---
7.	Total Indicative & Estimated Prospective Fair Market Value	---	Rs.21,75,82,277/-
8.	Rounded Off	---	Rs.21,76,00,000/-
9.	Indicative & Estimated Prospective Fair Market Value in words	---	Rupees Twenty-One Crore & Seventy-Six Lakhs Only



10.	Expected Realizable Value (@ ~15% less)	---	Rs.18,49,60,000/-
11.	Expected Distress Sale Value (@ ~25% less)	---	Rs.16,32,00,000/-
12.	Percentage difference between Circle Rate and Fair Market Value	More than 20%	
13.	Concluding Comments/ Disclosures if any		
	<p>a. We are independent of client/ company and do not have any direct/ indirect interest in the property.</p> <p>b. This valuation has been conducted by R.K Associates Valuers & Techno Engineering Consultants (P) Ltd. and its team of experts.</p> <p>c. This Valuation is done for the property found on as-is-where basis as shown on the site by the Bank/ customer of which photographs is also attached with the report.</p> <p>d. Reference of the property is also taken from the copies of the documents/ information which interested organization or customer could provide to us out of the standard checklist of documents sought from them and further based on our assumptions and limiting conditions. All such information provided to us has been relied upon in good faith and we have assumed that it is true and correct. However, we do not vouch the absolute correctness of the property identification, exact address, physical conditions, etc. based on the documents provided to us since property shown to us may differ on site Vs as mentioned in the documents or incorrect/ fabricated documents may have been provided to us.</p> <p>e. Legal aspects for eg. investigation of title, ownership rights, lien, charge, mortgage, lease, verification of documents from originals or from any Govt. department, etc. has to be taken care by legal experts/ Advocates and same has not been done at our end.</p> <p>f. The valuation of an asset is an estimate of the worth of that asset which is arrived at by the Valuer in his expert opinion after factoring in multiple parameters and externalities. This may not be the actual price of that asset and the market may discover a different price for that asset.</p> <p>g. This report only contains opinion based on technical & market information which came to our knowledge during the course of the assignment. It doesn't contain any recommendations.</p> <p>h. This report is prepared following our Standard Operating Procedures & Best Practices and will be subject to Limitations, Conditions, Valuer's Remarks, Important Notes, Valuation TOS and basis of computation & working as described above.</p> <p>i. The use of this report will become valid only after payment of full fees as per the Payment Terms. Using this report or any part content created in this report without payment of charges will be seen as misuse and unauthorized use of the report.</p>		
14.	IMPORTANT KEY DEFINITIONS		
	<p>Fair Value suggested by the competent Valuer is that prospective estimated amount in his expert & prudent opinion of the subject asset/ property without any prejudice after he has carefully & exhaustively evaluated the facts & information came in front of him or which he could reasonably collect during the course of the assessment related to the subject asset on an as-is, where-is basis in its existing conditions, with all its existing advantages & disadvantages and its potential possibilities which is just & equitable at which the subject asset/ property should be exchanged between a willing buyer and willing seller at an arm's length transaction in an open & unrestricted market, in an orderly transaction after proper marketing, wherein the parties, each acted knowledgeably, prudently without any compulsion on the date of the Valuation.</p> <p>Fair Value without using the term "Market" in it describes that the value suggested by the Valuer may not mandatorily follow or may not be in complete consonance to the established Market in his expert opinion. It may or may not follow market dynamics. But if the suggested value by the valuer is not within the prevailing Market range or is assessed for an asset is located in an un-established Market then the valuer will give reasonable justification & reasoning that for what reasons the value suggested by him doesn't follow the prevailing market dynamics.</p>		

Fair Market Value suggested by the competent Valuer is that prospective estimated amount in his expert & prudent opinion of the subject asset/ property without any prejudice in consonance to the Market dynamics after he has carefully & exhaustively evaluated the facts & information came in front of him or which he could reasonably collect during the course of assessment related to the subject asset on an as-is, where-is basis in its existing conditions, with all its existing advantages & disadvantages and its potential possibilities which is just & equitable at which the subject asset/ property should be exchanged between a willing buyer and willing seller at an arm's length transaction in an open & unrestricted market, in an orderly transaction after proper marketing, wherein the parties, each acted knowledgeably, prudently without any compulsion on the date of the Valuation. Here the words "in consonance to the established Market" means that the Valuer will give opinion within the realms & dynamics of the prevailing market rates after exhaustively doing the micro market research. However due to the element of "Fair" in it, valuer will always look for the factors if the value should be better than the market realms which is just & equitable backed by strong justification and reasoning.

Market Value suggested by the competent Valuer is that prospective estimated amount which is average price of the similar comparable assets prevailing in an open & established market during the near period of the date of valuation at which the subject asset/ property should be exchanged between a willing buyer and willing seller on an as-is, where-is basis in its existing conditions, with all its existing advantages & disadvantages and its potential possibilities at an arm's length transaction in an open, established & unrestricted market, in an orderly transaction, wherein the parties, each acted without any compulsion on the date of the Valuation.

Using the term "Market Value" without "Fair" omits the elements of proper marketing, acting knowledgeably & prudently.

Market and market participants can be sentimental, inclined towards the transaction without the element of complete knowledge & prudence about facts or due diligence of the asset therefore "each acted knowledgeably, prudently" has been removed from the market Value definition.

Realizable Value is that minimum prospective estimated value of the asset/ property which it may be able to fetch at the time of actual property transaction factoring in the element of discount due to the prospects of deep negotiations between the buyer & seller when the parties in-principally find Fair Market Value reasonable and sits together to close the deal and the transaction across the table. Discount percentage on the Fair Market Value due to negotiation will depend on the nature, size, various salability prospects of the subject asset, the needs of the buyer & the seller and kind of payment terms. In some of the cases Realizable and Fair Market Value may also be equal.

Distress Sale Value* is that value when the property is attached with any process such as mortgaged financing, financial or operational dues which is under any stress condition or situation and the stakeholders are under process of finding resolution towards it to save the property from being attached to a formal recovery process. In this type of sale, minimum fetch value assessed will always be less than the estimated Fair Market Value where the discount of percentage will depend upon various circumstances and factors such as nature, size, salability prospects of the property and kind of encumbrance on the property. In this type of sale, negotiation power of the buyer is always more than the seller and eagerness & pressure of selling the property will be more on the seller than the buyer.

Liquidation Value is the amount that would be realized when an asset or group of assets are sold due to any compulsion or constraints such as in a recovery process guided by statute, law or legal process, clearance sale or any such condition or situation thereof where the pressure of selling the asset/ property is very high to realize whatever maximum amount can be from the sale of the assets in a limited time for clearance of dues or due to closure of business. In other words, this kind of value is also called as forced sale value.

Difference between Cost, Price & Value: Generally, these words are used and understood synonymously. However, in reality each of these has a completely different meaning, premise and also having different definitions in professional & legal terms. Therefore, it is our professional responsibility to describe the definitions of these words to avoid ambiguity & confusion in the minds of the user of this report.

The **Cost** of an asset represents the actual amount spend in the construction/ actual creation of the asset.

The **Price** is the amount paid for the procurement of the same asset.

The **Value** is defined as the present worth of future rights in the property/ asset and is a hypothetical or notional price that buyers and sellers are most likely to conclude for a good or service. Value is not a fact, but an estimate of the likely price to be paid for a good or service at a given time in accordance with a particular definition of value.

Therefore, in actual for the same asset/ property, cost, price & value remain different since these terms have different usage & meaning.

15. Enclosures with the Report:

- Enclosure: III- Google Map

- Enclosure: IV- References on price trend of the similar related properties available on public domain, if available
- Enclosure: V- Photographs of the property
- Enclosure: VI- Copy of Circle Rate
- Enclosure: VII- Important property documents exhibit
- Enclosure: VIII- SBI Annexure: VI - Declaration-Cum-Undertaking
- Enclosure: IX- SBI Annexure: VII - Model Code of Conduct for Valuers
- Enclosure: X- Part E: Valuer's Important Remarks

IMPORTANT NOTES

DEFECT LIABILITY PERIOD - In case of any query/ issue or escalation you may please contact Incident Manager by writing at valuers@rkassociates.org. We try our level best to ensure maximum accuracy in the Calculations done, Rates adopted and various other data points & information mentioned in the report but still can't rule out typing, human errors, assessment or any other mistakes. In case you find any mistake, variation, discrepancy or inaccuracy in any data point mentioned in the report, please help us by bringing all such points into our notice in writing at valuers@rkassociates.org within 30 days of the report delivery, to get these rectified timely, failing which R.K Associates shouldn't be held responsible for any inaccuracy in any manner. Also, if we do not hear back anything from you within 30 days, we will assume that the report is correct in all respect and no further claim of any sort will be entertained thereafter. We would welcome and appreciate your feedback & suggestions in order to improve our services.


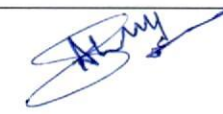
Our **DATA RETENTION POLICY** is of **ONE YEAR**. After this period we remove all the concerned records related to the assignment from our repository. No clarification or query can be answered after this period due to unavailability of the data.

COPYRIGHT FORMAT - This report is prepared on the copyright format of R.K Associates to serve our clients in the best possible way. Legally no one can copy or distribute this format without prior approval from R.K Associates. It is meant only for the organization as mentioned on the cover page of this report. Distribution or use of this format or any content of this report wholly or partially other than R.K Associates will be seen as unlawful act and necessary legal action can be taken against the defaulters.

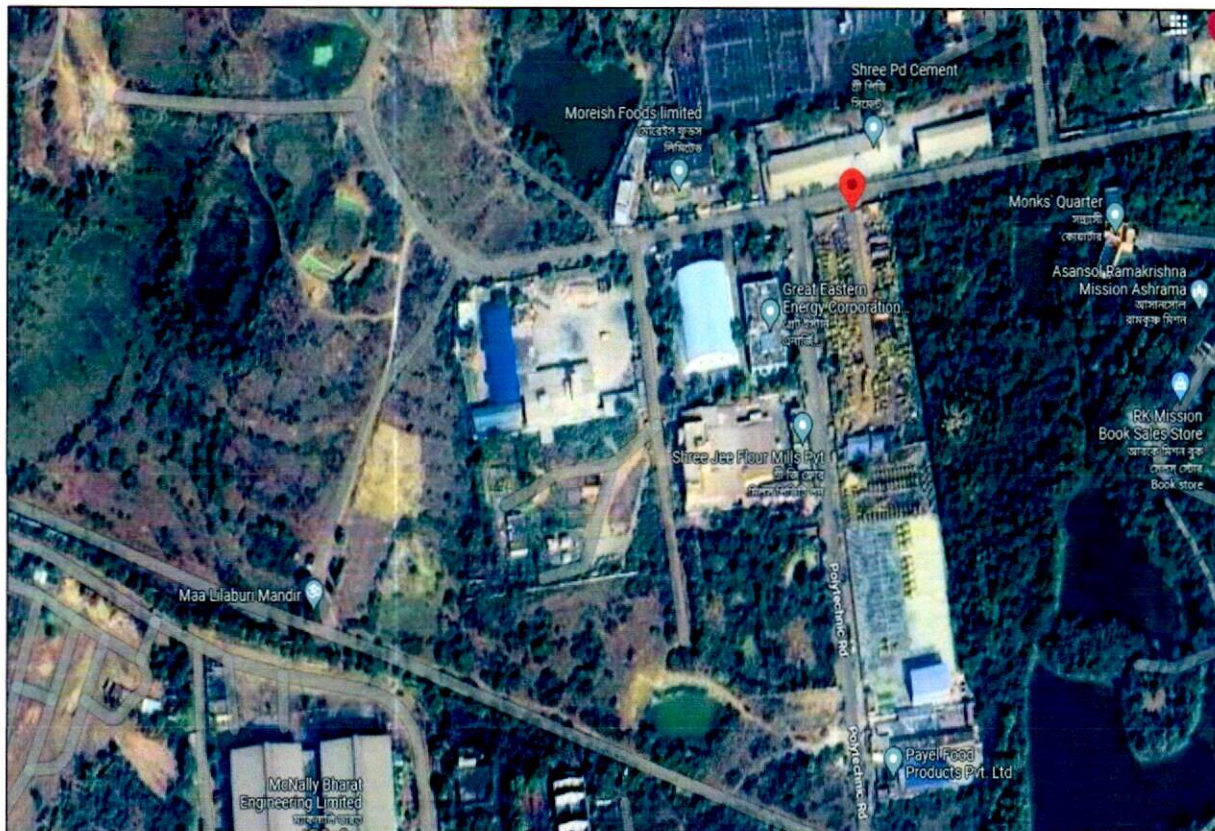
IF REPORT IS USED FOR BANK/ FIs

NOTE: As per IBA Guidelines in case the valuation report submitted by the valuer is not in order, the banks / FIs shall bring the same to the notice of the valuer within 15 days of submission for rectification and resubmission. In case no such communication is received, it shall be presumed that the valuation report has been accepted.

At our end we have not verified the authenticity of any documents provided to us. Bank is advised to verify the genuineness of the property documents before taking any credit decision.
Valuation Terms of Services & Valuer's Important Remarks are available at www.rkassociates.org for reference.

SURVEY ANALYST	VALUATION ENGINEER	L1/ L2 REVIEWER
Anirban Roy And Rajat	Arup Banerjee	Ashish Sawe
		

ENCLOSURE: III – GOOGLE MAP LOCATION

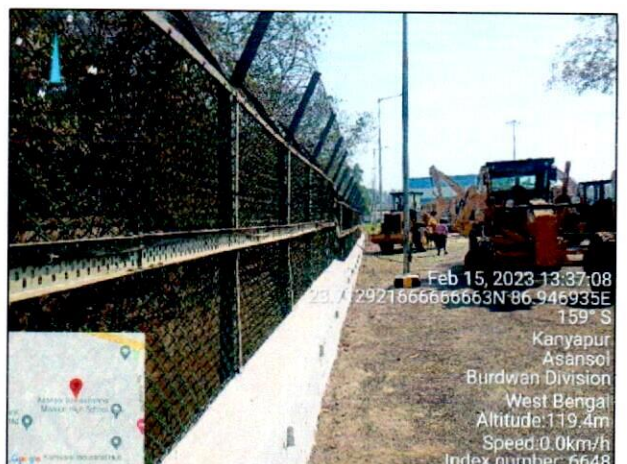
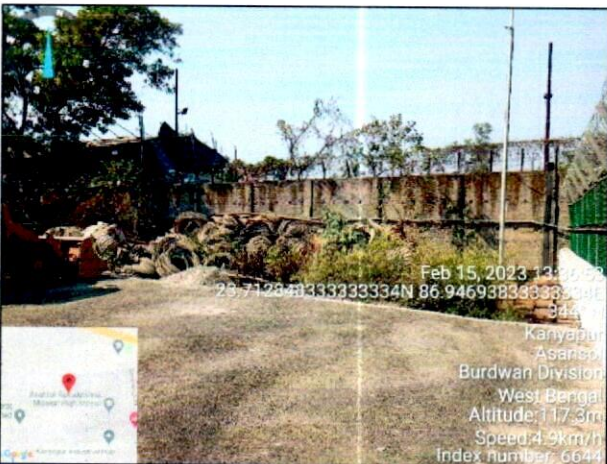
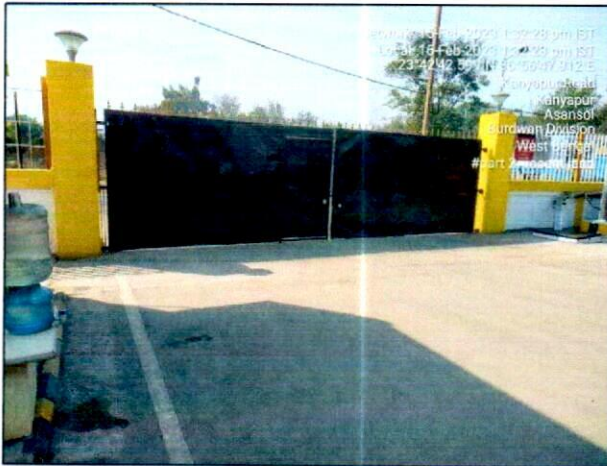


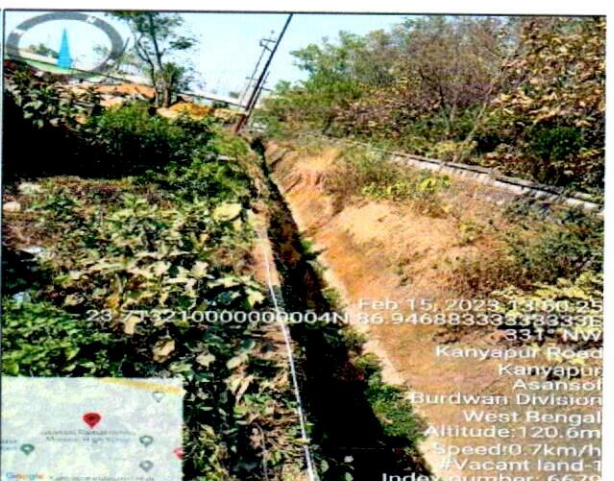
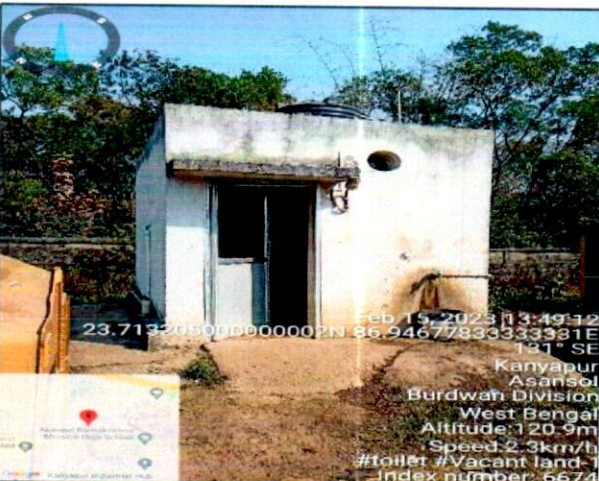
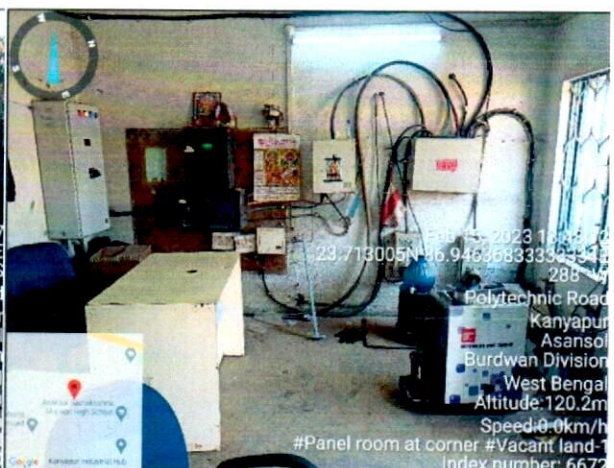
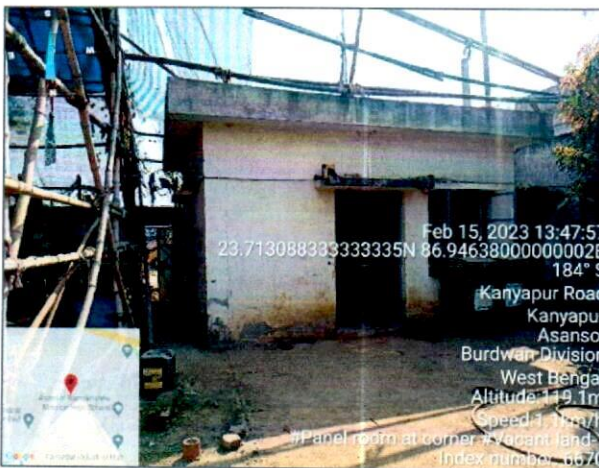
**ENCLOSURE: IV - REFERENCES ON PRICE TREND OF THE SIMILAR RELATED
PROPERTIES AVAILABLE ON PUBLIC DOMAIN**

NO PROPERTY REFERENCES OF SIMILAR PROPERTIES WERE FOUND ON PUBLIC DOMAIN

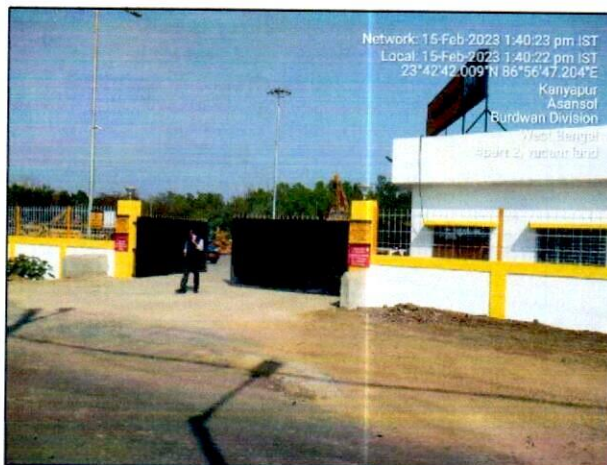
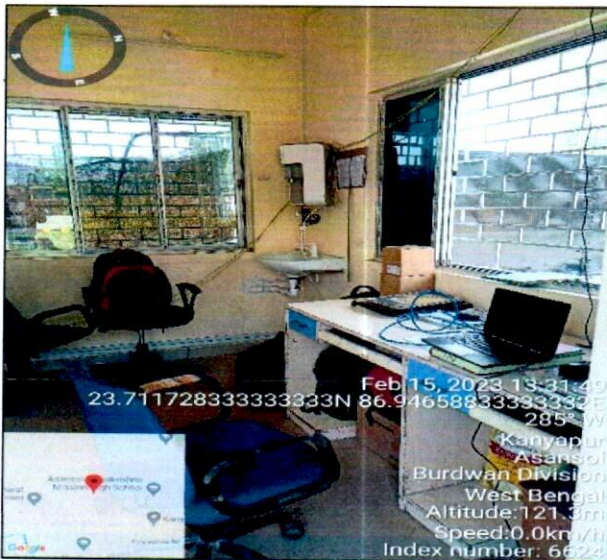
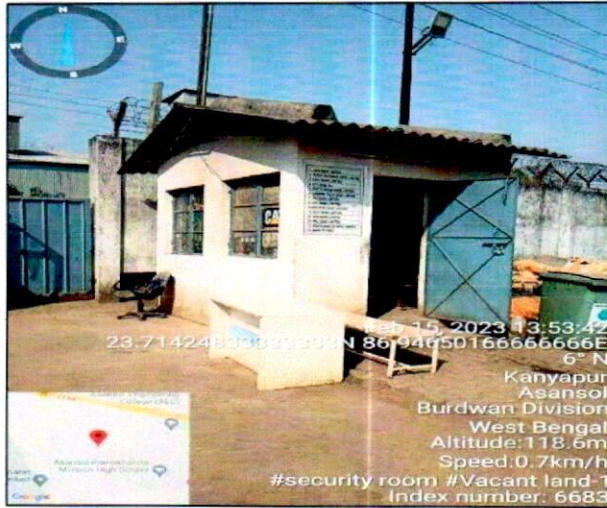


ENCLOSURE: V – PHOTOGRAPHS OF THE PROPERTY





(Signature)
R.K. Associates
Valuers & Techno Engineering Consultants Pvt. Ltd.



LTD.


ENCLOSURE: VI – COPY OF CIRCLE RATE

[illegible]

Market Value:- Rs:10,47,27,168/-

ENCLOSURE VII: IMPORTANT PROPERTY DOCUMENTS EXHIBIT

3791/2018 1 957/18



पश्चिम बंगाल WEST BENGAL H 936424

THIS INDENTURE OF LEASE made this the 26th day of April Two thousand Eighteen.

BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL, hereinafter called the "LESSOR"/FIRST PARTY represented by the Special Officer, Urban Development (Town & Country Planning) Department, Government of West Bengal, (which expression shall, unless repugnant to context, be deemed to include his successors-in-office and assigns) of the ONE PART.

AND

Tractors India Private Limited, Registered Office at Godrej Waterside, Unit No.705, Tower H, 7th Floor, Block- DP, Sector-V, Salt Lake, Kolkata, 700091, represented by Sri Jayanta Bhattacharya (PAN:AFAPB4336H) as Dy. General Manager of the Company registered under the Indian Companies Act, and CIN. U29150WB1995PTC072501, having its Present Office at Plot No.: H-1, ADDA Industrial Estate, Kanyapur, Asansol, 713304, hereinafter called the "LESSEE"/SECOND PARTY (which expression unless excluded by or repugnant to the context be to include its successors heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

WHEREAS THE LESSEE has applied before the Government of West Bengal (hereinafter referred to as the 'Government') for a lease for the purpose of building a factory for the Sales and Service of Heavy Equipment & Spares on the land hereinafter mentioned and described in part of the schedule, hereunder written and Government has agreed to grant such lease for the period and on the terms and conditions hereinafter expressed.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 449271

THIS SCHEDULE ABOVE REFERRED TO

PART - 1

PARTICULAR OF THE HOLDING

1) No. of R.S. Plot	:	1310(P), 1315(P), 1316(P), 1317(P),
1318,	:	1646(P), 1654(P), 1655, 1656(P), 1657(P),
	:	1658, 1659, 1660(P), 1661(P), 1662(P),
	:	1678(P), 1679(P), 1680(P), 1681(P),
	:	1682(P), 1683(P), 1684(P), 1696(P),
	:	1655/1962(P), 1655/1963(P) &
	:	1655/1964(P)
2) Area of Plot	:	4.80 Acres
3) Survey Plot	:	INS/3.
4) Name of Mouza	:	GANRUI
5) J.L. No.	:	12
6) Name of Thana	:	ASANSOL
7) Name of Pargana	:	SHERGARH
8) Sub-Registration Office	:	ASANSOL
9) Name of District	:	PASCHIM BARDHAMAN

Page 3 of 11



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 447081

BOUNDARIES OF THE PLOTS:

North	:	60'0" R/W ROAD.
East	:	4.5mtr. Wide Drain & Ramkrishna Mission.
South	:	PAYEL FOOD.
West	:	60'0" R/W ROAD.

The demise premises is shown in the map or plan hereto annexed within boundaries in **Red Colour**.

PART - II

The lessee/s to the interest that the obligations herein on the part of lessee/s contained shall agree and covenant with the lessor that lessee/s shall duly and punctually fulfill, observe and perform the terms and conditions and covenants hereinafter expressed.

1. The lessee/s shall pay the rent of the demised premises to the LESSOR by 31st March of each year amounting Rs. 76,250/- (at the rate of Rs.0.25% of premium) per annum.
2. In default of payment of rent within the year in which the rent falls due the lessee shall be bound to pay in addition to the arrear of the rent interest at the rate of 10% per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable thereon shall be realizable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof of the time being in force.

Page 4 of 11

3. The Lessee is also entitled to raise structure on the demised land in accordance with the rules prescribed by the competent authority and in compliance with all the terms and conditions, as embodied in this Indenture of Lease.
4. To pray for extension of time, if the demised land with the structure constructed thereon has not been utilised for a period of three years from the date of the execution of the Deed of Lease or from the date of receiving possession thereof, whichever is earlier, failing which the Lessor reserves the right to terminate the term lease forthwith and shall recover possession without prejudice to any other remedy, as available in pursuance of the laws of the land and to reenter into the possession of the land with structure constructed thereon.
The charges for extension of time shall be such, as would be determined by the party of the First part.
5. It is recorded that the lessee has agreed to obtain lease of the land described in the schedule herein on the terms and conditions mentioned in this present on as is where is basis and the lessee shall pay and bear all proportionate costs, expenses and charges for infrastructural development of the demised leasehold land namely, for the purpose of constructing roads, pathways, drainage system and for providing electricity connection, telecommunication facilities and such other facilities as may be necessary to provide proper infrastructural system in respect of the said demised leasehold land as may be decided by the Government and the lessee shall pay such proportionate costs for infrastructural development within one month from the date on which the Government shall call upon the lessee to do so. Provided that the Government may call upon the lessee to pay for the proportionate infrastructural costs in part or parts or in whole as may be found suitable and necessary.
6. In the event of the Lessee holding over after the expiration of the period of this demise the lessee shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the lessor.
7. Should the lessee duly and faithfully observe and fulfill the terms conditions and covenants on the part of the Lessee herein contained, the Lessee shall on the expiration of the aforesaid period of sixty years and thereafter in successive of thirty years have the right to obtain a renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force for the time being and in the absence of any such law or rules, than as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time be in force.

Page 5 of 11

8. The Lessee shall have the right to mortgage or charge its/her leasehold interest, subject to the terms and condition of this lease in favour of LIC, Banks or other Government institutions. Provided, however, before creation of any mortgage or charge in respect of the leasehold interest in favour of any party the prior consent of the Government in writing shall have to be obtained by the Lessee and the Government shall be entitled to impose such term or terms and/or condition or conditions as it may deem necessary before according consent to the lessee for creating any mortgage or charge. Provided that the lessee shall not be entitled to assign, alienate or transfer in any form or nomenclature whatsoever it's/their leasehold interest and the buildings and/or other erections or structures either in whole or in part or parts thereof without the prior consent of the Government in writing and in the event, the Government accords permission to the lessee to effect any transfer "either in whole or in part or parts the Government shall be entitled to impose such term or terms and/or condition or conditions on the lessee as it may deem reasonable and necessary and it shall be the exclusive authority and domain of the Government to decide and/or settle the term or terms and/or condition or conditions for granting permission to the lessee for effecting transfer either in whole or in part or parts.
9. In the event, the Government accords permission for transfer and/or assignment in Transferee and/or Assignee or Assignees concerned shall duly get his/its or their name or names registered with the Government within three calendar months after obtaining possession of the leasehold premises and will possess and use the land subject to the terms and conditions herein and be bound by all terms covenants and conditions herein contained on the part of the lessee/s to be observed, fulfilled and performed.
10. The lessee/s shall not in any way diminish the value of or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Government or any Officer authorized in that behalf of the Government and shall not all or dispose of any earth, clay, gravel, sand or stone from the demise land nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 15 of those presents. The lessee shall however have the right to remove any surplus earth, sand stones or gravel from the aforesaid premises during or after the construction or erection of any buildings or structure on the demised land. In the event of lessee/s making any ditch or excavation which causes injury to the property with the consent of the Government it shall be filled in after due notice to the lessee/s by the Government or any Officer authorized in that behalf who shall recover from the Lessee/s the expenses incurred by him for the purpose as arrears of rent.

Page 6 of 11

11. The lessee/s shall keep the land free from jungle and all sorts of nuisance and where the land is used for industrial purposes, the lessee/s shall ensure that:
- No trade effluent or other waste material which is alkaline or obnoxious or will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewer, stream or river, no smoke or fumes is released into open air without adequate treatment, according to such standards as may be prescribed by the Government or other competent authority in this regard.
 - Upon failure of the lessee/s to do so the Government, after notice to the lessee, may cause such nuisance to be removed or otherwise dealt with as the lessor may think fit and proper to do in the interest of public health and safety and all expenses incurred by the Government in that regard shall be recoverable from the lessee/s.
 - The lessee shall have to obtain a no objection certificate and/or an appropriate certificate from the West Bengal Pollution Control Board or the appropriate authority under the law in respect of the industry to be set up by the lessee in the leasehold land and shall furnish duly certified copy of such certificate to the Government and/or appropriate authority within six weeks from the date of execution of this presents. Provided further that the lessee shall also have to obtain appropriate certificate from the West Bengal Pollution Control Board and such other appropriate authority as may be required under the law regarding operation and functioning of the industry in the leasehold land and shall furnish a duly certified copy of such certificate to the Lessor / Government / appropriate authority as and when required by the Government.
12. The lessee/s shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoing and burdens whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof If there is no Municipal Law in force the lessee/s shall pay such local taxes and charges for the purpose of conservancy, lighting, water supply, road maintenance, drainage arrangements and the like as shall be fixed from time to time by the lessor or the Govt. of West Bengal.
13. The lessee/s shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the Government or any Officer authorized in that behalf and shall point them out when required by the Government or any Officer authorized in that behalf The Government or any its Officers authorized by the Government, on that behalf shall be allowed to inspect the demised premises at any time during the day time upon

Page 7 of 11

notice be given, should any boundary mark be missing the lessee/s shall report the fact of the Chief Executive Officer of the Asansol Durgapur Development Authority or any Officer authorized in that behalf.

14. After execution of this deed of lease granted in favour of a registered company/society/partnership firm (registered/unregistered), any change of share holdings or outgoings of the existing pattern on any account whatsoever will be treated as transfer/proportionate transfer and charges will be payable either fully or on prorata basis of the leasehold right and all the terms and conditions of transfer will be applicable to the said company/society/firm and the LESSEE is liable to pay the charges and Transfer Fees either fully or on prorata basis, as per rules and regulations of this Authority prevalent from time to time PROVIDED FURTHER that if there is a transfer of more than 50% shareholding of the lessee after allotment that will be treated as full transfer of leasehold right and the LESSEE will be liable to pay the charges of Transfer Fees as per prevalent norms in the office of the Lessor.
15. The lessee/s shall not be entitled to convert or allow to be used the demised land or any part thereof into a place of religion worship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.
16. The lessee/s shall not sublet the demised land or any part thereof or assign its lease hold interests or part with the possession of the same without the consent in writing first had and obtained from the lessor, or the Govt. of West Bengal and the LESSOR is entitled to impose such foundations, as it may deem necessary.
17. The lessee/s shall not use nor permit any other person to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purposes of the tenancy.
18. The lessee/s shall not use nor permit any other person to use the demised land or any part or portion thereof for any immoral or illegal purposes or in any manner so as to become a source of grave danger to the public peace or public safety or allow any activities therein subversive of the Government established by law in India.

19. If the demised land or any part thereof shall, at any time, be required by the Government for a public purpose the lessee/s shall vacated debar possession of the same on demand upon payment of the compensation that may be assessed to be payable to the lessee/s by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the lessee/s shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the lessee/s as shall be decided by the Government or any Officer authorized in that behalf. If a part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the lessee/s shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent and to such compensation in the latter case as shall be decided by the said Government of West Bengal which shall be final.

20. The lessor reserve the right to all minerals in the lands together with such rights of way and any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.

21. The lessee/s shall before building any pucca house structure, privy or latrine or making any additions thereto or alterations therein, to the plan thereof approved by the Officer authorized in that behalf by the lessor, or the Govt. of West Bengal.

22. The lessee/s shall permit the Government or its Officers authorized in that behalf on 24 hours notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the building for the time being erected or in course of erection thereon and for all other reasonable purpose.

23. On breach or non-observance of any of the foregoing covenants, terms or condition herein on the part of the lessee/s contained or on the lessee/s being adjudged insolvents or making any composition with its/their creditors the Government shall have the right to determine this lease and the lessee/s shall be liable to ejectment in accordance with the provisions of the law for the time being enforce but without prejudice to any other right or remedy of the Government that might have accrued.

24. Should the lessee/s fail and neglect to erect and construct the factory within two years from the date of those presents the Government shall have the right and be entitled to determine these present and thereafter to re-enter into the demised premises or a portion thereof in the name of the whole or current price of the land be charged.

25. (a) Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or ceased to be required for the purpose or purposes provided for in the foregoing clauses then and in any such clause, the government may forthwith re-enter upon and take possession of the said demised land together with all buildings thereon, whether such buildings were erected before or after the demise of the land to the lessee/s and thereupon the lessee/s shall have no further right title or interest in the said land and building and its demise shall absolutely cease and determine.

(b) In case of determination of lease by surrendered /resumption /cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrender/resumed in the same condition in which it was leased out. However the lessor has right to deduct do amount of 5 per cent of premium or salami realized or liable to be realized as administrative cost for such surrender or resumption.

26. On taking such possession the Government may sell or otherwise deal in the said land and buildings as it may think proper.

27. Should the lessor sell the land with the buildings the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting there from the value of the lease hold land and all sums as may remain due and owing to the lessor, or the Govt. of West Bengal.

28. Should the lessor decide not to sell the land buildings, the lessor shall retain the said land and building, thereon in which case the Government shall, pay to the lessee/s the market value as on the day of re-entry of all the buildings only erected by the lessee and may its discretion on sufficient grounds refund the premium or salami.

29. Should the lessor decide to sell the buildings only upon such sale the Government shall, after deduction the expresses of taking possession and selling, pay the balance of the proceeds of sale of the said buildings after deducting any other sums as may be to the Government and may on sufficient grounds refund the premium or salami paid by the lessee/s.

30. The parties doth hereby agree and confirm that any of the conditions as set out in this indenture of Lease may either be excluded or any other condition in this Indenture of Lease may be included, subject to mutual agreement and subsequent execution of an amendment Deed with the consent of both the parties.

IN WITNESS WHEREOF THE parties to these present have hereunto set and subscribe their respective hands and the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY:

Special Officer, Urban Development (T & CP)
Department, Government of West Bengal,
on behalf of the Governor of West Bengal.

[Signature]
Special Officer Urban Development T & CP (Deptt.)
Govt. of W.B.

In the Presence of:

[Signature]
OSD (Land)
Asansol

Signed sealed and delivered by:

[Signature]
Asst. Executive Officer
Asansol Durgapur Development Authority
Asansol

Santosh Kumar
71A Pratapaditya Road,
Kolkata. 700028

Lessee:

For Tractors India Pvt. Ltd.

[Signature]
Authorised Signatory

In the Presence of:

Ramesh Sircar
Garding Waterworks
Block DP, Salt Lake, Cal-91

*Drafting me
as per declaration
by the parties.*
Ka C. Khanna
Advocate
High Courts, Calcutta
WB, India



पश्चिम बंगाल WEST BENGAL

22AB 436603

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP(CAA) No. 237/KB/2018

Connected with

C.A.(CAA) No. 480/KB/2017

In the matter of the Company Act, 2013, Section – 230(6)-232(3)

AND

In the matter of: Goodearth Minetech Pvt. Ltd. & Ors.



Certified Copy of the Order dated 07.05.2018 passed by this Bench


7

Order Under Section 230 to 232

1. The above Company Petition coming on for further hearing on the 1st day of May, 2018 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern Region representing the Central Government the final order was passed on 7th day of May, 2018.


2. This is a Petition for sanctioning the Scheme of Amalgamation of Goodearth Minetech Private Limited, being the Petitioner Company No.1, Tractors India Private Limited, being the Petitioner Company No.2 and Impact Industrial Components Private Limited, being the Petitioner Company No.3, the Transferor Companies with Gainwell Commosales Private Limited, being the Applicant Company No.4, the Transferee Company, whereby and where under the entire undertakings of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited, collectively referred to as the Transferor Companies together with all property, rights, powers and all debts, liabilities, duties and obligations relating thereto is proposed to be transferred to and vested in the Transferee Company, namely, Gainwell Commosales Private Limited on the terms and conditions fully stated in the said Scheme of Amalgamation.





India Power Corporation Limited

Regd. Off.: Plot X-1, 2 & 3, Block EP, Sector V, Salt Lake City, Kolkata - 700 091
P: +91 33 6609-4300 / 08 / 09 / 10, F: +91 33 2357-2452
E: corporate.distribution@indiapower.com, W: www.indiapower.com
CIN: L40105WB1919PLC003263, GSTIN: 19AABCD0340G1Z4
Central Office: Santoria, P.O. Dishergharh - 713 333, Dist. Burdwan
P: +91 0341 660 0452 / 54 / 55 / 56 / 57, F: +91 0341 660 0464



ENERGY BILL

e 3101075

Due Date 13.02.2023

Page 1 of 2

<p>e GAINWELL COMMOALES PRIVATE LIMITED</p> <p>FORMERLY TRACTORS INDIA PRIVATE LIMITED</p> <p>PLOT NO H-1, ADDA INDUSTRIAL AREA</p> <p>NH - 2, BY PASS ROAD, ASANSOL</p> <p>P.O. - ASANSOL 713305</p> <p>DIST -BURDWAN</p> <p>India</p>	<p>Bill No 701000139822</p> <p>Bill Date 02.02.2023</p> <p>Bill Cycle JAN. 2023</p> <p>Tariff Cat I(L)</p> <p>M F (KWH) 2 10000</p> <p>M F (M D) 2 10000</p>
---	--

<p>er No 1PCL0163</p> <p>ning Reading 43,907.40</p> <p>ing Reading 47,072.50</p> <p>ance 3,165.10</p>	<p>Contract Demand 12 KVA</p> <p>Units Consumed 6,647 KWH</p> <p>Maximum Demand 24 KVA</p> <p>Power Factor 0.97</p> <p>Load Factor, (%) 38.58</p>	<p>imum Demand 0.00 KW</p> <p>rs details :</p> <p>al Hours 744.00</p> <p>erruption Hours 3.90</p> <p>ate Hours 0.00</p>
---	---	---

<p>Domestic Units</p> <p>Industrial Units</p> <p>Commercial Units</p> <p>Exempted Units</p>	<p>6647 KWH</p>
---	-----------------

<p>le Day Energy Rate(Rs.) 5.42</p> <p>ed Rate(Rs.) 30.00</p> <p>rgy Charges (Rs.) 34,925.00</p> <p>ed Charge (Rs.) 360.00</p> <p>A Charge 10,635.00</p> <p>s: Rebate (Rs.) 459.00</p> <p>AL NET CHARGES (Rs.) 45,461.00</p> <p>e Payment Surcharge(Rs.) 353.00</p> <p>t Duty-Industrial (Rs.) 5,683.00</p> <p>AL DUTY (Rs.) 5,683.00</p> <p>er Rent (Rs.) 50.00</p> <p>(+/-) :</p> <p>AL (Rs.) 51,547.00</p>	<p>RUPEES FIFTY ONE THOUSAND FIVE HUNDRED FORTY SEVEN AND ZERO PAISE ONLY</p> <p>payment is made before due date by e-payment, amount of RS. 51,035.00</p> <p>payable. Breakup of e-payment rebate as below:</p> <p>ate on e-payment (RS.) 455.00</p> <p>s : Govt Duty (RS.) 57.00</p> <p>payment is made after due date, gross amount of Rs. 52,006.00</p> <p>payable along with Late Payment Surcharge, as applicable, to be</p>
---	--

INDIA POWER		India Power Corporation Limited	
Regd. Off.: Plot X-1, 2 & 3, Block EP, Sector V, Salt Lake City, Kolkata - 700 091		P: +91 33 6609-4300 / 08 / 09 / 10, F: +91 33 2357-2452	
E: corporate.distribution@indiapower.com, W: www.indiapower.com		CIN: L40105WB1919PLC003263, GSTIN: 19AABCD0340G124	
Central Office: Sandoria, P.O. Dishergharh - 713 333, Dist. Burdwan		P: +91 0341 660-0452 / 54 / 55 / 56 / 57, F: +91 0341 660-0464	
Code: 3101075	Due Date: 12.12.2022	Page	1 of 2
Name: GAINWELL COMMOALES PRIVATE LIMITED		Bill No	: 701000134604
Add: FORMERLY TRACTORS INDIA PRIVATE LIMITED		Bill Date	: 01.12.2022
PLOT NO: H-1, ADDA INDUSTRIAL AREA		Bill Cycle	: NOV. 2022
NH - 2, BY PASS ROAD, ASANSOL		Tariff Cat	: I(L)
P.O. - ASANSOL 713305		M.F. (KWH)	: 2.1000
DIST. - BURDWAN		M.F. (M.D.)	: 2.1000
India			
Meter No.	IPCL0163	Contract Demand	12 KVA
Opening Reading	37,979.20	Units Consumed	5,954 KWH
Closing Reading	40,814.50	Maximum Demand	24 KVA
Advance	2,835.30	Power Factor	0.97
		Load Factor (%)	35.61
Maximum Demand	0.00 KW	Domestic Units	
Hours details		Industrial Units	5954 KWH
Total Hours	720.00	Commercial Units	
Interruption Hours	1.72	Exempted Units	
Rebate Hours	0.00		
Whole Day Energy Rate (Rs.)	5.42		
Fixed Rate (Rs.)	30.00		
Energy Charges (Rs.)			31,171.00
Fixed Charge (Rs.)			360.00
MVCA Charge			9,527.00
Less: Rebate (Rs.)			411.00
TOTAL NET CHARGES (Rs.)			40,647.00
Late Payment Surcharge (Rs.)			355.00
Govt Duty-Industrial (Rs.)	5,081.00		
TOTAL DUTY (Rs.)			5,081.00
Meter Rent (Rs.)			50.00
Adj (+/-)			
TOTAL (Rs.)			46,133.00
RUPEES FORTY SIX THOUSAND ONE HUNDRED THIRTY THREE AND, ZERO PAISE ONLY			
If payment is made before due date by e-payment, amount of RS. 45,676.00 is payable. Breakup of e-payment rebate as below:			
Rebate on e-payment (Rs.)	406.00		
Less: Govt Duty (Rs.)	51.00		
If payment is made after due date, gross amount of Rs.	46,544.00		
is payable along with Late Payment Surcharge, as applicable, to be included in the next bill			
Remarks: MVCA CHARGE RATE RS 1.60/KWH FOR THE MONTH OF NOVEMBER 2022			
IPCL GST No. - 19AABCD0340G124. For the month of October, 2022			
Am. within Due Dt: 20,350.00	Present Reading Dt	30.11.2022	
Am. after Due Dt: 20,537.00	Previous Reading Dt	31.10.2022	
Amount Received: 20,150.00	Next Reading Dt range	30.12.2022	
	To	31.12.2022	
<M>Present bill is being raised in line with the Tariff order ('TO') date direction of Hon'ble WBERC in TOs dated 28/01/2021 & 09/07/2021 will be			
TO AVOID SURCHARGE PLEASE PAY THE BILL WITHIN DUE DATE			

CLOSURE VIII: ANNEXURE: VI - DECLARATION-CUM-UNDERTAKING

- a Persons worked on this report are citizen of India.
- b No employee or member of R.K Associates has any direct/ indirect interest in the property or become so interested at any time during a period of three years prior to our appointment as valuer or three years after the valuation of assets was conducted by us.
- c The information furnished in our valuation report dated 24/2/2023 is true and correct to the best of our knowledge and belief and we have made an impartial and true valuation of the property.
- d Our authorized Engineer/ surveyor Mr. Anirban and Rajat Roy have personally inspected the property on 15/2/2023 the work is not subcontracted to any other valuation firm and is carried out by us.
- e We have not been depanelled/ delisted by any other bank and in case any such depanelment by other banks during my empanelment with you, we will inform you within 3 days of such depanelment.
- f We have not been removed/ dismissed from service/employment earlier.
- g We have not been convicted of any offence and sentenced to a term of imprisonment.
- h Company is not found guilty of misconduct in professional capacity.
- i Persons worked on this report are not declared to be unsound mind.
- j Company is not undischarged bankrupt or has not applied to be adjudicated as a bankrupt.
- k Company is not an undischarged insolvent.
- l No penalty is levied under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty.
- m Company is not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958 and
- n Our PAN Card number/ GST number as applicable is **AAHCR0845G/ 09AAHCR0845G1ZP**.
- o We undertake to keep you informed of any events or happenings which would make us ineligible for empanelment as a valuer.
- p We have not concealed or suppressed any material information, facts and records and we have made a complete and full disclosure.
- q We have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2009 of the IBA and has tried to apply the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of our ability as much as practically possible in the limited time available.
- r We have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class and has tried to apply the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable to the best of our ability as much as practically possible in the limited time available.
- s Procedures and standards adopted in carrying out the valuation and is mentioned in Part-D of the report which may have certain departures to the said IBA and IVS standards in order to provide better, just & fair valuation.
- t We abide by the Model Code of Conduct for empanelment of valuer in the Bank.
- u The authorized Engineers of the company who has worked on the assignment has signed this valuation report.
- v The work is taken on the instructions of the Bank.
- w Further, we hereby provide the following information.

S. No.	Particulars	Valuer comment
1.	Background information of the asset being valued	This is an Industrial Land located at aforesaid address having total land area 4.80 acre as mentioned in the documents. The property is ~ 700m away from the NH 2(Delhi-Kolkata highway). In the property some construction had been built like some RCC and GI shed building. The property is demarcated from the wire and the brick boundary wall.

2.	Purpose of valuation and appointing authority	Please refer to Part-D of the Report.	
3.	Identity of the experts involved in the valuation	Survey Analyst: Er. Anirban Roy and Rajat Valuation Engineer: Er. Arup Banerjee L1/ L2 Reviewer: Ashish Sawe	
4.	Disclosure of valuer interest or conflict, if any	No relationship with the borrower and no conflict of interest.	
5.	Date of appointment, valuation date and date of report	Date of Appointment:	3/12/2022
		Date of Survey:	15/2/2023
		Valuation Date:	24/2/2023
		Date of Report:	24/2/2023
6.	Inspections and/ or investigations undertaken	Yes, by our authorized Survey Engineer Anirban Roy and Rajat on 15/2/2023. Property was shown and identified by Mr. Sanjib Maity (☎-9830628704)	
7.	Nature and sources of the information used or relied upon	Please refer to Part-D of the Report. Level 3 Input (Tertiary) has been relied upon.	
8.	Procedures adopted in carrying out the valuation and valuation standards followed	Please refer to Part-D of the Report.	
9.	Restrictions on use of the report, if any	<p>Value varies with the Purpose/ Date/ Market & Asset Condition & Situation prevailing in the market. We recommend not to refer the indicative & estimated prospective Value of the asset given in this report if any of these points are different from the one mentioned aforesaid in the Report.</p> <p>This report has been prepared for the purposes stated in the report and should not be relied upon for any other purpose. Our client is the only authorized user of this report and is restricted for the purpose indicated in this report. I/we do not take any responsibility for the unauthorized use of this report. During the course of the assignment, we have relied upon various information, data, documents in good faith provided by Bank/ client both verbally and in writing. If at any point of time in future it comes to knowledge that the information given to us is untrue, fabricated, misrepresented then the use of this report at very moment will become null & void.</p> <p>This report only contains general assessment & opinion on the indicative, estimated Market Value of the property for which Bank has asked to conduct the Valuation for the asset as found on as-is-where basis which owner/ owner representative/ client/ bank has shown/ identified to us on the site unless otherwise mentioned in the report of which some reference has been taken from the information/ data given in the copy of documents provided to us and informed verbally or in writing which has been relied upon in good faith. It doesn't contain any other recommendations of any sort including but not limited to express of any opinion on the suitability or otherwise of entering into any transaction with the borrower.</p> <p>This report is not a certification of ownership or survey number/ property number/ Khasra number which are merely referred from the copy of the documents provided to us.</p>	
10.	Major factors that were taken into account during the valuation	Please refer to Part A, B & C of the Report.	
11.	Major factors that were not taken into account during the valuation	Please refer to Part A, B & C of the Report.	



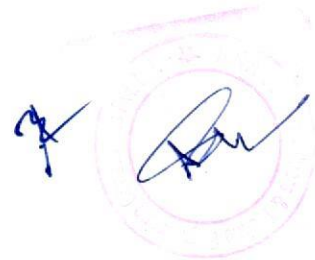

12.	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report.	Please refer to Part E of the Report and Valuer's Important Remarks enclosed herewith.
-----	---	--

Date: 24/2/2023

Place: Noida

Signature

(Authorized Person of R.K Associates Valuers & Techno Engg. Consultants (P) Ltd.)



ENCLOSURE IX: ANNEXURE: VII - MODEL CODE OF CONDUCT FOR VALUERS

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
2. A valuer shall maintain integrity by being honest, straightforward, and forthright in all professional relationships.
3. A valuer shall endeavor to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines and techniques.
9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
10. A valuer shall not carry out any instruction of the client in so far as they are incompatible with the requirements of integrity, objectivity and independence.
11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

12. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
13. A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.
14. A valuer shall maintain complete independence in his/its professional relationships and shall conduct the valuation independent of external influences.
15. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.
16. A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the valuation, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
17. A valuer shall not indulge in "mandate snatching or offering" convenience valuations" in order to cater to a company or client's needs.
18. As an independent valuer, the valuer shall not charge success fee.
19. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

20. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his/its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management

21. A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/its decisions and actions.
22. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorised by the authority, the registered valuers organization with which he/it is registered or any other statutory regulatory body.
23. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory regulatory body.
24. A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and hospitality.

25. A valuer or his/its relative shall not accept gifts or hospitality which undermines or affects his independence as a valuer.
Explanation: For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).
26. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

Remuneration and Costs.

27. A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
28. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service.

Occupation, employability and restrictions.

29. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/ its assignments.
30. A valuer shall not conduct business which in the opinion of the authority or the registered valuer organisation discredits the profession.

Miscellaneous

31. A valuer shall refrain from undertaking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.
32. A valuer shall follow this code as amended or revised from time to time

Signature of the Authorized Person: _____

Name of the Valuation company: R.K Associates Valuers & Techno Engg. Consultants (P) Ltd.

Address of the Valuer: D-39, Sector-2, Noida-201301

Date: 3/8/2022

Place: Noida



ENCLOSURE: X

PART E
VALUER'S IMPORTANT REMARKS

1.	Valuation is done for the asset found on as-is-where basis which owner/ owner representative/ client/ bank has shown/ identified to us on the site unless otherwise mentioned in the report of which some reference has been taken from the information/ data given in the copy of documents provided to us and informed verbally or in writing out of the standard checklist of documents sought from the client & its customer which they could provide within the reasonable expected time out of the standard checklist of documents sought from them and further based on certain assumptions and limiting conditions. The information, facts, documents, data which has become primary basis of the report has been supplied by the client which has been relied upon in good faith and is not generated by the Valuer.
2.	The client/ owner and its management/ representatives warranted to us that the information they have supplied was complete, accurate and true and correct to the best of their knowledge. All such information provided to us either verbally, in writing or through documents has been relied upon in good faith and we have assumed that it is true & correct without any fabrication or misrepresentation. I/We shall not be held liable for any loss, damages, cost or expenses arising from fraudulent acts, misrepresentations, or willful default on part of the owner, company, its directors, employee, representative or agents.
3.	Legal aspects for eg. Investigation of title, ownership rights, lien, charge, mortgage, lease, sanctioned maps, verification of documents provided to us such as title documents, Map, etc. from any concerned Govt. office etc. have to be taken care by legal expert/ Advocate and same is not done at our end. It is assumed that the concerned Lender/ Financial Institution has asked for the valuation of that property after satisfying the authenticity of the documents given to us for which the legal verification has been already taken and cleared by the competent Advocate before requesting for the Valuation report. I/ We assume no responsibility for the legal matters including, but not limited to, legal or title concerns.
4.	In the course of the valuation, we were provided with both written and verbal information. We have however, evaluated the information provided to us through broad inquiry, analysis and review but have not carried out a due diligence or audit of the information provided for the purpose of this engagement. Our conclusions are based on the assumptions and other information provided to us by the client during the course of the assessment.
5.	Getting cizra map or coordination with revenue officers for site identification is a separate activity and is not part of the Valuation services and same has not been done in this report unless otherwise stated.
6.	Wherever any details are mentioned in the report in relation to any legal aspect of the property such as name of the owner, leases, etc. is only for illustration purpose and should not be construed as a professional opinion. Legal aspects are out of scope of this report. Details mentioned related to legal aspect are only based on the copy of the documents provided to us and whatever we can interpret as a non-legally trained person. This should be cross validated with a legal expert. We do not vouch any responsibility regarding the same.
7.	We have made certain assumptions in relation to facts, conditions & situations affecting the subject of, or approach to this exercise that has not been verified as part of the engagement rather, treated as "a supposition taken to be true". If any of these assumptions prove to be incorrect then our estimate on value will need to be reviewed.
8.	This is just an opinion report based on technical & market information having general assessment & opinion on the indicative, estimated Market Value of the property for which Bank has asked to conduct the Valuation. It doesn't contain any other recommendations of any sort including but not limited to express of any opinion on the suitability or otherwise of entering into any transaction with the borrower.
9.	We have relied on the data from third party, external sources & information available on public domain to conclude the valuation. These sources are believed to be reliable and therefore, we assume no liability for the truth or accuracy of any data, opinions or estimates furnished by others that have been used in this analysis. Where we have relied on the data, opinions or estimates from external sources, reasonable care has been taken to ensure that such data is extracted from authentic sources, however we still can't vouch its authenticity, correctness, or accuracy.
10.	Analysis and conclusions adopted in the report are limited to the reported assumptions, conditions and information came to our knowledge during the course of the work and based on the Standard Operating Procedures, Best Practices, Caveats, Limitations, Conditions, Remarks, Important Notes, Valuation TOR and definition of different nature of values.
11.	Value varies with the Purpose/ Date/ Asset Condition & situation/ Market condition, demand & supply, asset utility prevailing on a particular date/ Mode of sale. The indicative & estimated prospective Value of the asset given in this report is restricted only for the purpose and other points mentioned above prevailing on a particular date as mentioned in the report. If any of these points are different from the one mentioned aforesaid in the Report then this report should not be referred.
12.	Our report is meant ONLY for the purpose mentioned in the report and should not be used for any other purpose. The Report should not be copied or reproduced for any purpose other than the purpose for which it is prepared for. I/we do not take any responsibility for the unauthorized use of this report.
13.	We owe responsibility only to the authority/client that has appointed us as per the scope of work mentioned in the report. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions or advice given by any other person. In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the client or companies, their directors, employees or agents.
14.	This report is having limited scope as per its fields & format to provide only the general basic idea of the value of the property prevailing in the market based on the site inspection and documents/ data/ information provided by the client. The suggested indicative prospective estimated value should be considered only if transaction is happened as free market transaction.
15.	The sale of the subject property is assumed to be on an all cash basis. Financial arrangements would affect the price at which the property may sell for if placed on the market.
16.	The actual realizable value that is likely to be fetched upon sale of the asset under consideration shall entirely depend on the demand and supply of the same in the market at the time of sale.

17.	While our work has involved an analysis & computation of valuation, it does not include detailed estimation, design/ technical/ engineering/ financial/ structural/ environmental/ architectural/ compliance survey/ safety audit & works in accordance with generally accepted standards of audit & other such works. The report in this work is not investigative in nature. It is mere an opinion on the likely estimated valuation based on the facts & details presented to us by the client and third party market information came in front of us within the limited time of this assignment, which may vary from situation to situation.
18.	Where a sketched plan is attached to this report, it does not purport to represent accurate architectural plans. Sketch plans and photographs are provided as general illustrations only.
19.	Documents, information, data including title deeds provided to us during the course of this assessment by the client is reviewed only upto the extent required in relation to the scope of the work. No document has been reviewed beyond the scope of the work. These are not reviewed in terms of legal rights for which we do not have expertise. Wherever any information mentioned in this report is mentioned from the documents like owners name, etc., it is only for illustration purpose and may not necessary represent accuracy.
20.	The report assumes that the borrower/company/business/asset complies fully with relevant laws and regulations applicable in its area of operations and usage unless otherwise stated, and that the companies/business/assets is managed in a competent and responsible manner. Further, as specifically stated to the contrary, this report has given no consideration to matters of a legal nature, including issues of legal title and compliance with relevant laws, and litigations and other contingent liabilities that are not recorded/reflected in the documents/ details/ information/ data provided to us.
21.	This valuation report is not a qualification for accuracy of land boundaries, schedule (in physical terms), dimensions & identification. For this land/ property survey report can be sought from a qualified private or Govt. surveyor.
22.	This Valuation report is prepared based on the facts of the property on the date of the survey. Due to possible changes in market forces, socio-economic conditions, property conditions and circumstances, this valuation report can only be regarded as relevant as at the valuation date. Hence before financing, Banker/ FI should take into consideration all such future risk and should loan conservatively to keep the advanced money safe in case of the downward trend of the property value.
23.	Valuation of the same asset/ property can fetch different values under different circumstances & situations. For eg. Valuation of a running/ operational shop/ hotel/ factory will fetch better value and in case of closed shop/ hotel/ factory it will have considerable lower value. Similarly, an asset sold directly by an owner in the open market through free market transaction then it will fetch better value and if the same asset/ property is sold by any financier due to encumbrance on it, will fetch lower value. Hence before financing, Lender/ FI should take into consideration all such future risks while financing and take decision accordingly.
24.	Valuation is done for the property identified to us by the owner/ owner representative. At our end we have just visually matched the land boundaries, schedule (in physical terms) & dimensions of the property with reference to the documents produced for perusal. Method by which identification of the property is carried out is also mentioned in the report clearly. Responsibility of identifying the correct property to the Valuer/ its authorized surveyor is solely of the client/ owner for which Valuation has to be carried out. It is requested from the Bank to cross check from their own records/ information if this is the same property for which Valuation has to be carried out to ensure that owner has not misled the Valuer company or misrepresented the property due to any vested interest. Where there is a doubt about the precision position of the boundaries, schedule, dimensions of site & structures, it is recommended that a Licensed Surveyor be contacted.
25.	In India more than 70% of the geographical area is lying under rural/ remote/ non municipal/ unplanned area where the subject property is surrounded by vacant lands having no physical demarcation or having any display of property survey or municipal number / name plate on the property clearly. Even in old locations of towns, small cities & districts where property number is either not assigned or not displayed on the properties clearly and also due to the presence of multiple/ parallel departments due to which ownership/ rights/ illegal possession/ encroachment issues are rampant across India and due to these limitations at many occasions it becomes tough to identify the property with 100% surety from the available documents, information & site whereabouts and thus chances of error, misrepresentation by the borrower and margin of chances of error always persists in such cases. To avoid any such chances of error it is advised to the Bank to engage municipal/ revenue department officials to get the confirmation of the property to ensure that the property shown to Valuer/ Banker is the same as for which documents are provided.
26.	If this Valuation Report is prepared for the Flat/ dwelling unit situated in a Group Housing Society or Integrated Township then approvals, maps of the complete group housing society/ township is out of scope of this report and this report will be made for the specific unit based on the assumption that complete Group Housing Society/ Integrated Township and the subject unit must be approved in all respect.
27.	Due to fragmented & frequent change in building/ urban planning laws/ guidelines from time to time, different laws/ guidelines between regions/ states and no strict enforceability of Building Bye-Laws in India specially in non-metro and scale b & c cities & Industrial areas, property owners many times extend or make changes in the covered area/ layout from the approved/ applicable limits. There are also situations where properties are decades old when there was no formal Building Bye-Laws applicable the time when the construction must have been done. Due to such discrete/ unplanned development in many regions sometimes it becomes tough for the Valuer to determine the exact lawful situation on ground. Unless otherwise mentioned in the report, the covered area present on the site as per site survey will be considered in the Valuation.
28.	Area of the large land parcels of more than 2500 sq.mtr or of uneven shape in which there can be practical difficulty in sample measurement, is taken as per property documents which has been relied upon unless otherwise stated.
29.	Drawing Map, design & detailed estimation of the property/ building is out of scope of the Valuation services.
30.	Valuation is a subjective field and opinion may differ from consultant to consultant. To check the right opinion, it is important to evaluate the methodology adopted and various data point/ information/ factors/ assumption considered by the consultant which became the basis for the Valuation report before reaching to any conclusion.
31.	Although every scientific method has been employed in systematically arriving at the value, there is, therefore, no indisputable single value and the estimate of the value is normally expressed as falling within a likely range.

32. Value analysis of any asset cannot be regarded as an exact science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. Given the same set of facts and using the same assumptions, expert opinions may differ due to the number of separate judgment decisions, which have to be made. Therefore, there can be no standard formula to establish an indisputable exchange ratio. In the event of a transaction, the actual transaction value achieved may be higher or lower than our indicative analysis of value depending upon the circumstances of the transaction. The knowledge, negotiability and motivations of the buyers and sellers, demand & supply prevailing in the market and the applicability of a discount or premium for control will also affect actual price achieved. Accordingly, our indicative analysis of value will not necessarily be the price at which any agreement proceeds. The final transaction price is something on which the parties themselves have to agree. However, our Valuation analysis can definitely help the stakeholders to take informed and wise decision about the Value of the asset and can help in facilitating the arm's length transaction.
33. This Valuation is conducted based on the macro analysis of the asset/ property considering it in totality and not based on the micro, component, or item wise analysis. Analysis done is a general assessment and is not investigative in nature.
34. This report is prepared on the RKA V-L1 (Basic) Valuation format as per the client requirement and scope of work. This report is having limited scope as per its fields & format to provide only the general estimated & indicative basic idea of the value of the property prevailing in the market based on the information provided by the client. No detailed analysis, audit or verification has been carried out of the subject property. There may be matters, other than those noted in this report, which might be relevant in the context of the transaction and which a wider scope might uncover.
35. This is just an opinion report and doesn't hold any binding on anyone. It is requested from the concerned Client/ Bank/ Financial Institution which is using this report for mortgaging the property that they should consider all the different associated relevant & related factors & risks before taking any business decision based on the content of this report.
36. All Pages of the report including annexures are signed and stamped from our office. In case any paper in the report is without stamp & signature then this should not be considered a valid paper issued from this office.
37. As per IBA Guidelines & Bank Policy, in case the valuation report submitted by the valuer is not in order, the banks / FIs shall bring the same to the notice of the valuer within 15 days of submission for rectification and resubmission. In case no such communication is received, it shall be presumed that the valuation report has been accepted.
38. **Defect Liability Period is 15 DAYS.** We request the concerned authorized reader of this report to check the contents, data, information, and calculations in the report within this period and intimate us in writing at valuers@rkassociates.org within 15 days of report delivery, if any corrections are required or in case of any other concern with the contents or opinion mentioned in the report. If no intimation is received within 15 (Fifteen) days in writing from the date of issuance of the report, then it shall be considered that the report is complete in all respect and has been accepted by the client up to their satisfaction & use and further to which R.K Associates shall not be held responsible in any manner. After this period no concern/ complaint/ proceedings in connection with the Valuation Services will be entertained due to possible change in situation and condition of the property.
39. Though adequate care has been taken while preparing this report as per its scope, but still we can't rule out typing, human errors, over sightedness of any information or any other mistakes. Therefore, the concerned organization is advised to satisfy themselves that the report is complete & satisfactory in all respect. Intimation regarding any discrepancy shall be brought into our notice immediately. If no intimation is received within 15 (Fifteen) days in writing from the date of issuance of the report, to rectify these timely, then it shall be considered that the report is complete in all respect and has been accepted by the client upto their satisfaction & use and further to which R.K Associates shall not be held responsible in any manner.
40. Our Data retention policy is of **ONE YEAR**. After this period we remove all the concerned records related to the assignment from our repository. No clarification or query can be answered after this period due to unavailability of the data.
41. This Valuation report is governed by our (1) Internal Policies, Processes & Standard Operating Procedures, (2) R.K Associates Quality Policy, (3) Valuation & Survey Best Practices Guidelines formulated by management of R.K Associates, (4) Information input given to us by the customer and (4) Information/ Data/ Facts given to us by our field/ office technical team. Management of R.K Associates never gives acceptance to any unethical or unprofessional practice which may affect fair, correct & impartial assessment and which is against any prevailing law. In case of any indication of any negligence, default, incorrect, misleading, misrepresentation or distortion of facts in the report then we request the user of this report to immediately or at least within the defect liability period to bring all such act into notice of R.K Associates management so that corrective measures can be taken instantly.
42. R.K Associates never releases any report doing alterations or modifications by pen. In case any information/ figure of this report is found altered with pen then this report will automatically become null & void.
43. We are fully aware that based on the opinion of value expressed in this report, we may be required to give testimony or attend court / judicial proceedings with regard to the subject assets, although it is out of scope of the assignment, unless specific arrangements to do so have been made in advance, or as otherwise required by law. In such event, the party seeking our evidence in the proceedings shall bear the cost/professional fee of attending court / judicial proceedings and my / our tendering evidence before such authority shall be under the applicable laws.
44. The final copy of the report shall be considered valid only if it is in hard copy on the company's original letter head with proper stamp and sign on it of the authorized official upon payment of the agreed fees. User shall not use the content of the report for the purpose it is prepared for only on draft report, scanned copy, email copy of the report and without payment of the agreed fees. In such a case the report shall be considered as unauthorized and misused.