



CIN: L65190MH2004GOI148838

आईडीबीआई बैंक लिमिटेड  
पंजीकृत कार्यालय : आईडीबीआई टॉवर,  
डब्ल्यूटीसी कॉम्प्लेक्स, कफ़े पारेड,  
मुंबई - 400 005.  
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(+91 22) 6655 3405, 3410, 3404  
फैक्स : (+91 22) 2218 0411  
वेबसाइट : www.idbibank.in

IDBI Bank Limited  
Regd. Office : IDBI Tower,  
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Mumbai - 400 005.  
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FAX : (+91 22) 2218 0411  
Website : www.idbibank.in

IDBI/NMG/KMPCL/2022-23/02

December 16, 2022

**IN DUPLICATE**

R.K Associates Valuers & Techno Engineering Consultants Pvt. Ltd  
Office no. 1212, 12th Floor,  
Sunshine Tower, Senapati Bapat Marg,  
Dadar West, Mumbai - 400013.

Dear Sir,

**M/s KSK Mahanadi Power Company Ltd - Valuation of Assets**

Please refer to your quotation dated November 24, 2022. In this connection, we are pleased to inform you that it has been decided to engage your services for carrying out the valuation of captioned company. Details are as below-

**Details -**

**Name of the Borrower (Company)-**

M/s KSK Mahanadi Power Company Ltd, (Standalone Basis). Company is under CIRP (NCLT) since October 03, 2019 and details of the Resolution Professional is as below-

Shri. Sumit Binani

Email- [rp.kskmahanadi@gmail.com](mailto:rp.kskmahanadi@gmail.com)

M: +919830810003

**Plant Address -** Nariyara Village, Champa District, Chhattisgarh

**Registered Office address:**

8-2-293/82/A431/A, Road No. 22, Jubilee Hills, Hyderabad 500 033

**Security-**

- First pari-passu charge on all the movable and immovable assets of the project, present and future;
- First pari-passu on the Current Assets.





- First pari-passu charge on assignment of all rights, titles, interest, benefits, claims and demands in the project documents including the PPA, Turnkey & O&M Contracts, insurance policies, etc.

**Terms and conditions**

1	Professional fees	Rs.4,10,000/- (Four Lakh Ten Thousand only ) including Out Of Pocket Expenses(inclusive of travel, lodging, boarding and any other expenses ) plus applicable GST.
2	Payment terms	100% at the time of submission of final report.
3	Out of Pocket Expenses	At actual, after submission of Original Bills.
4	Scope of work	<ul style="list-style-type: none"><li>• Physical inspection of the land, building, plant, machinery and other asset of the company for taking measurements and details thereof, ascertaining their condition and potential use, <del>encroachment on land</del>, if any, including <del>verification of applicable records</del> and assess their valuation. Valuation of Land and Building separately. Valuation report to clearly indicate;<ol style="list-style-type: none"><li>1. Fair market value (FMV).</li><li>2. Realizable value (RSV).</li><li>3. Distress sale value (DSV) &amp; Liquidation Value.</li></ol></li><li>• Enterprise Valuation</li></ul>
5	Period for completion of valuation and submission of report	7 working days from the date of appointment.
6	Confidential Information	<p>In this Agreement, "Confidential Information" means all technical and commercial information relating to the Company that is disclosed to you either orally or in writing in the course of carrying out the Assignment, except for the following:-</p> <ol style="list-style-type: none"><li>i. any information which is generally available to the public other than as a result of a breach of the your obligations in the Agreement.</li><li>ii. any information that IDBI Bank and/or the Company</li></ol>

⇒ Encroachment on Land and Verification of Records from any Govt. Deptt. will not be covered under our scope of work.





		<p>consent to be distributed or disclosed.</p> <p>iii. any information that is required by law or the rules of any applicable regulatory organization, to be disclosed.</p> <p>You understand and acknowledge that the Confidential Information has been developed or obtained by the aforesaid Company by investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the said Company, which provides the Company with a significant competitive advantage, and needs to be protected from improper disclosure.</p> <p>In consideration for the provision of the Confidential Information, You agree not to disclose or communicate any of the Confidential Information to any person, except for disclosure to employees or affiliates of yours who need to receive Confidential Information for the purposes of executing the Assignment.</p> <p>If you have disclosed (or have threatened to disclose) Confidential Information in violation of this Agreement, Borrower/IDBI Bank shall be entitled for an injunction to restrain you from disclosing, in whole or in part, the Confidential Information. Borrower/IDBI Bank shall not be prohibited by this provision from pursuing other remedies.</p>
7	Liability:	You will exercise reasonable skill, care and diligence in relation to the valuation, and IDBI Bank including consortium member banks/Financial Institutions shall be entitled to rely on the exercise of your reasonable skill and care in respect of those matters relating to the Valuation that lie within the Scope of Work or arise out of carrying out such work.
8	Governing Law:	The Appointment shall be governed by and construed in accordance with the laws of the Republic of India.
9	Disputes:	Any dispute in relation to the matters set out in this letter shall





		be resolved by mutual discussions.		
10	Assignment:	You shall not assign this Appointment or any portion of it without the prior written consent of IDBI Bank.		
11	clarification/ information	You would be required to provide any other clarification / information on the report as may be required without payment of any additional charges.		
12	Conflict of Interest	You have not been appointed by any other party for the purpose of the Assignment and have no conflict of interest as at the date of this letter in respect of this Appointment. You will notify IDBI Bank as soon as possible of any instructions it receives from third parties, which may in its reasonable opinion conflict with the interests of IDBI Bank and KSK Mahanadi Power Company Ltd with regard to the Assignment provided under the terms of this Appointment.		
13	Termination	IDBI Bank reserves the right to terminate this Appointment without assigning any reason thereof, if such an action is deemed necessary. In the event of termination by IDBI Bank, all Fees due and payable for the Assignment completed by you till the date of termination shall be paid to you within 30 days of the date of termination on pro-rata basis.		
14	Communication	<div>Any communication under this Appointment shall be made in writing to the address specified hereinafter:</div> <table><tr><td>Shri. Ankit Agarwal Assistant General Manager, NPA Management Group, IDBI Bank Ltd. B Wing, 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005</td><td>Shri. Durga Prasad Chanapati Deputy General Manager, NPA Management Group, IDBI Bank Ltd. 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005</td></tr></table>	Shri. Ankit Agarwal Assistant General Manager, NPA Management Group, IDBI Bank Ltd. B Wing, 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005	Shri. Durga Prasad Chanapati Deputy General Manager, NPA Management Group, IDBI Bank Ltd. 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005
Shri. Ankit Agarwal Assistant General Manager, NPA Management Group, IDBI Bank Ltd. B Wing, 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005	Shri. Durga Prasad Chanapati Deputy General Manager, NPA Management Group, IDBI Bank Ltd. 7th Floor, World Trade Centre Complex Cuffe Parade, Colaba Mumbai - 400005			





**Declaration & Undertaking that**

- 1) we have no direct or indirect interest in the Borrowing arrangements made/ being made available to the Borrower company.
- 2) we do not have any direct linkage/association with the borrower company (e.g. internal audit, statutory audit, tax consultant etc.)
- 3) The assignment shall be carried out in a professional manner and in case of any misconduct and negligence, the Bank is free to report the matter to ICAI/RBI under the guidelines from time to time. The firm shall not sub-contract the audit work assigned to any outside firm or other persons.

We request you to confirm your acceptance of the terms and conditions by returning the duplicate copy of this letter duly signed by authorised official at the earliest.

Yours faithfully

Authorised Signatory  
NPA Management Group, Mumbai



We acknowledge that we have read this letter and accept the appointment to act as Valuer for the Assignment on the terms and conditions as set out in this letter.

Signed on behalf of R.K Associates Valuers & Techno Engineering Consultants Pvt. Ltd

Name: Kirti Lakra Date: 19<sup>th</sup> Dec, 2022

Position: Assistant Manager (Business Development.)

