

R.K. Associates Valuers and Techno Engg Cons (P) Ltd
Office No. 1212, 12th Floor,
Sunshine Tower, Senapati Bapat Marg.
Dadar West,
Mumbai-400013
Email: valuers@rkassociates.org

AMT-3/CAG BKC/2023-24/148

11.08.2023

Dear Sir(s) / Madam,

JSW ENERGY LIMITED
LETTER OF ENGAGEMENT

With reference to your empanelment with this organization, as a valuer in Land and Building/Plant and Machinery, and by virtue of your firm quoting the lowest bid, the undersigned on behalf of State Bank of India, CAG-BKC Branch, do hereby, engage your service as valuer to assess the value of the property / plant & machinery / security, the particular of which are given below. All the relevant supportive documents, in relation to ownership and identification of the assets, will be / are being provided by the Bank on acceptance of / along with this letter. Other documents, if any, required to undertake the assignment, have to be procured by you.

2. The professional fees (excluding out of pocket expenses), as per Quotation submitted by you, of Rs. 2,25,000/- (Rs. Two Lac Twenty Five Thousand Only) plus GST shall be paid by the Borrower within 45 days of the submission of the valuation report and its acceptance by the Bank.

3. Please submit a copy of the Letter of Empanelment issued to you by the Bank along with the Copy of the relative Agreement with the Bank and accepted Terms and Conditions.

4. Assets to be valued are entire fixed assets of the Company including buildings along with office equipments, furniture & fixtures, plant and machinery, vehicles if any of the Company situated at Vijayanagar, Karnataka.

5. You will indemnify and keep the Bank fully and effectively indemnified against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature which may be caused to or suffered by or made or taken against Bank (including, without limitation, any claims or proceedings by any customer against Bank) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by you or any of your personnel or fraud or other wrongful act by you or by any of your personnel or for any act of the yours which results in Bank being provided with incorrect or incomplete information from you or any of your Personnel.

6. You will also indemnify and keep the Bank indemnified against any loss or damage to any of Bank's information, documents, property, records, or other items while in your use or possession.

7. In addition to the above the Bank reserves the right to adopt any or all of the following course/s of action unless the loss / claim is not attributable to any act, omission or commission of the Valuer or Valuer's Personnel:

(a) de-panel and/or remove the name of the Valuer from the list of Valuers on the panel of the Bank

(b) blacklist the Valuer and display the name of the Valuer in the list of blacklisted Valuers

(c) share the information of such depanelment or removal or blacklisting with Indian Banks Association or Insolvency and Bankruptcy Board of India (IBBI) or both

(d) bring such depanelment or removal or blacklisting to the notice of Institute of Chartered Engineers or any other similar professional body or association in which such valuer is a member.


(e) Any other measure for recovery of the amount of actual loss caused, which the Bank deems fit.

(f) Any actions others than the aforesaid, which the Bank deems fit.

8. Please ensure that the valuation report submitted by you to the Bank is in conformity to the "Internationally Accepted Valuation Standards" as applicable for the respective class of asset/s.

9. You are required to submit the report in the format prescribed by the Bank within 30 days from acceptance of this letter and ensure that the Valuation Report is submitted to branch only in a "Sealed Cover Envelope".

Yours faithfully,


For & on behalf of State Bank of India
[Signature with seal]
Place: Mumbai
Date: 11.08.2023



Acknowledged

[Signature of Valuer]

Place:

Date: