

TERMS AND CONDITIONS TO BE ANNEXED TO THE APPOINTMENT LETTER

FOR VALUERS

- i. Bank, in its sole discretion, may require the Valuer to determine the fair market value of one or more properties. Bank shall have the sole discretion to allot any one or more number of property or properties to the Valuer for the purpose of valuation. The Valuer shall not insist on allotment of any specific property or increase in the number of properties to be allotted to such Valuer and shall not initiate or attempt any negotiations in this regard with Bank.
- ii. The Valuer shall determine the fair market value of property allotted for valuation, as on the date of the valuation, and submit the valuation report in this regard to Bank. The valuation report shall certify the documentary and physical existence of the property and shall include all matters germane to the valuation and must provide a full explanation of the Valuer's reasoning and his analyses of the value, so that Bank will be able to follow the Valuer's analyses and understand how he reached his valuation.
- iii. Valuers shall comply with International Valuation Standards (IVS) and valuation report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable.
- iv. Valuer shall ensure that the valuation report invariably includes:
 - (a) Fair Market Value, Realizable Value, Book Value and Distress Sale Value of the property as on the date of the valuation and difference in the values should be explained
 - (b) the manner in which the Valuer has arrived at and determined the Valuation
 - (c) all factors which the Valuer has taken into account as having the effect of increasing or decreasing the value of the property
 - (d) any factors which may prejudicially affect the market price or easy marketability of the property
 - (e) any factors which may in future prejudicially affect the market price or easy marketability of the property (if such factors can be reasonably perceived as of the date of the valuation)
 - (f) a rough sketch of the property with nearby landmarks useful for identifying the property, in case of immovable properties and the photographs identifying boundaries of the property and its surroundings.
 - (g) Such other matters concerning valuation as Bank may require.
- iv. The Valuer shall provide full details of the basis of valuation in the report and is required to clearly specify whether the property is in actual possession of the applicant / borrower and whether anyone else has any interest in the property.

- v. The Valuer shall personally visit the property and a certificate to that effect shall be included in the valuation report.
- vi. Valuation must be based on prevailing market rates and any departure from the same should be mentioned with reasons in the valuation report.
- vii. The Valuer will carry out all such investigations, and gather all such information, as is necessary and / or appropriate for the purposes of the valuation report.
- viii. Valuation report of property in the same area by different valuers should compare and not widely differ.
- ix. The Valuer shall modify or furnish supplements to any valuation report furnished , without additional cost to the Bank in event of any material omissions, inaccuracies, or defects in the valuation report being discovered after delivery and acceptance of the valuation report by the Bank or the Valuer receiving or becoming aware of relevant additional information that were in existence prior to the date of such report or any other change in circumstances including change in applicable principles of law requiring the modification or supplementing of such report.
- x. The Valuer and Valuer's employees, agents, or representatives shall not use, directly or indirectly, any Confidential Information provided by the Bank for the benefit of any person other than the Bank, or disclose such Confidential Information, in whole or in part, to any person. The Valuer shall be responsible for the safe keeping of all such information, documents, records and items provided to Valuer which may come into the Valuer's power or possession and shall ensure that they are not misplaced, stolen, misappropriated, modified, deleted, tampered with or destroyed.
- xi. The Valuer shall ensure that such information, documents, records, items and copies and abstracts thereof do not come into the possession of any person except Bank and such of the Valuer's Personnel as may be necessary for the purpose of valuation. The Valuer shall be liable and responsible for any and all unauthorized use and/or copying of the same after it is delivered to or while in the power or possession of the Valuer or Valuer's Personnel. Promptly upon the expiration or termination of period of empanelment, or upon the request of the Bank, the Valuer shall return to the Bank all such documents, records, tangible items, valuation reports and specific materials.
- xii. The Valuer shall indemnify and keep fully and effectively indemnified the Bank 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 customers against Bank) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by the Valuer or any of Valuer's Personnel or fraud or other wrongful act by the Valuer or by any of Valuer's Personnel or for any act of the Valuer which results in Bank obtaining incorrect or incomplete information from the Valuer or any of Valuer's Personnel. In this connection, a Letter of Indemnity is to be executed by the Valuer.

- xiii. The Valuer agrees to indemnify and keep indemnified the Bank against any loss or damage to any of Bank's information, documents, property, records, or other items while in the Valuer's use or possession.
- xiv. Valuation methodology used for the valuation of the respective asset class shall be in conformity to the "Standards" as enshrined for valuation in the International Valuation Standards (IVS) in "General Standards" and "Asset Standards" as applicable.
- xv. Format for the Valuation Report shall be as per Bank's format for valuation prescribed.
- xvi. The Bank may, at its sole discretion, depanel/delist/blacklist a valuer:-
 - (a) if the Valuer fails to deliver any or all the obligations within the time period specified for valuation, or any extension thereof granted by the Bank or
 - (b) if the Valuer fails to perform any other material obligation(s) under the terms of empanelment and does not rectify, if capable of rectification, the same within 10 days of receipt of notice of default from the Bank or
 - (c) if Bank is of the opinion that the services rendered by the Valuer are not up-to the standard, quality and level as desired by Bank or
 - (d) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the empanelment.
 - (e) if the Valuer becoming bankrupt, or insolvent or passing any resolution for winding up or becoming incompetent to contract, or any other such or similar reason whatsoever
 - (f) if any acts of commission or omission on the part of Valuer or Valuer's Personnel, in the reasonable opinion of the Bank, tantamount to fraud.
- xvii. Bank shall have the right to adopt any or all of the following course/s of action unless the said happening, in the reasonable opinion of the Bank, is not attributable to any act, omission or commission of the Valuer or Valuer's Personnel:
 - (a) depanel 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
- xviii. In the event of the depanelment/ delisting, Valuer shall:
 - (a) be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertaining to or relating to the Bank or services in its possession and
 - (b) refrain from holding itself in any way as the Valuer of Bank and

(c) provide a final account of fees and other payment, if any, due to the Valuer

Signature of the valuer : _____

Name of the Valuer : _____

Address of the valuer : _____
