



ZOROASTRIAN BANK

The Zoroastrian Co-operative Bank Ltd.

(MULTI-STATE SCHEDULED BANK)

ZCBL/CO/AUD/23-24/49

December 18, 2023

To,
Vastukala Consultants (I) Pvt Ltd
121, 1st Floor, Ackruti Star,
Central Road, MIDC, Andheri(E),
Mumbai 400 093

Dear Sir/Madam

Re: Empanelment as Bank's Valuer

We have pleasure in informing that your Company / Firm / Concern has been empanelled on our approved list of Valuers for valuation of Immovable Property / Real Estate /Plant & Machinery / Movable Assets on the following Terms & Conditions:

1. Scope:

The scope of valuation will be pertaining to obtain the Fair Market Value, Realizable Value, Distress Value, Value as per Stamp Duty Reckoner as well as Valuer for Insurance purpose for any of the assets that the Bank proposes to finance.

2. Period:

The period of your empanelment will be up to June 30, 2025.

3. Fee Structure:

Fees should not exceed as prescribed under rule 80(c) of Wealth Tax Rule 1957 which is as under:

For all commercial assets:(Prime or Collateral Security):

A	On the first of 5,00,000/- of the asset as valued	1/2 (0.5)percent of the value
B	On the next 10,00,000/- of the asset as valued	1/5 (0.2)percent of the value
C	On the next 40,00,000/- of the asset as valued	1/10 (0.1)percent of the value
D	On the balance of the asset as valued	1/20(0.05) percent of the value

The valuation fees in any case should not exceed Rs 20,000/-.

For residential property:(Prime or Collateral Security):

A	Upto Rs 20.00 lakhs	Rs 2,500/-
B	Rs 20.00 lakhs to Rs 50.00 lakhs	Rs 4,000/-
C	Above Rs 50.00 lakhs	Rs 5,000/-

The valuation fees in any case should not exceed Rs 7,000/-.



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(II)

Where two or more assets are required to be valued by a registered valuer at the instance of an assessee, all such assets shall be deemed to constitute a single asset for the purpose of calculating the fees payable to such registered valuer.

Where the amount of fees calculated in accordance with I & II above is less than Rs 500/- the registered valuer may charge Rs 500/- as his fees.

4. You shall abide by the Terms of Agreement executed with the Bank for empanelment.
5. You shall abide by the standards and procedures as laid down in the Bank's Policy on Valuation and/or standards & procedures laid down by Institution of Valuers or such professional bodies and/or standards & procedures for real estate valuation as formulated by IBA and NHB.
6. The valuation report must contain (a) Fair Market Value (b) Investment Value (based on income capitalization concept for income producing properties) and (c) Liquidation / Distress sale value.
7. The report must be based on documentary evidence and not on hearsay.
8. The reports must be in the formats approved by the Ministry of Finance, Govt. of India, for valuation of different types of assets, as published by Institution of Valuers, and are to be submitted directly to the Bank.
9. You shall be provided with Bank's support /assistance, if necessary.
10. You shall complete the assignment within the time period stipulated and agreed to in the Letter of Engagement. If you fail to deliver within a reasonable time period beyond the stipulated timeline even after three reminders, the appointing authority shall take the necessary steps to recommend for issuing show-cause notices and subsequent adjudication by Empanelment Committee at Head Office and in the meanwhile shall engage another valuer to undertake the assignment.
11. However, in case you are not in a position to deliver in time due to genuine reasons, hardship or contingency the same should be informed to the Bank immediately and the Bank may consider extension of time to complete the assignment.
12. You will provide full details of the basis of valuation in the report and you are required to clearly specify whether the property is in actual possession of the applicant/borrower and no one else has any interest in the said property.
13. You will be responsible / accountable for the findings/suggestions/implications in respect of the valuation report submitted by you. You have to submit a declaration in valuation report that you/your firm does not have any interest as promoters / stakeholders in the valuation work entrusted. The Bank would take appropriate action as deemed fit, in case any concealment of facts and figures in the report that would jeopardize the Bank's interest.

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14. You will maintain secrecy and confidentiality of the assignment given to you and will not divulge any information to others / applicant which is detrimental to the interest of the Bank.

15. You should undertake / commence the work only after receipt of a specific request from the Bank officials / Branch Manager in writing and you should submit your report directly to the concerned Branch / Office of the Bank.

16. Your opinion / certification / report would be an input for our decision making. Therefore, in the event your opinion/certification/report turns out to be untrue and factually incorrect causing loss to the Bank, we may seek such clarifications as may be required to investigate the matter and fix accountability. In the event, it is established that there was gross negligence / unfair practices / professional misconduct on your part or you have colluded with our customer in causing pecuniary damage / loss to the Bank, we may recommend your name for inclusion in the caution list being maintained by the Indian Banks Association (IBA) for circulation amongst member Banks. The association has been mandated by RBI to do so.

17. The valuation of property/assets for the category mentioned above should be carried out by the empanelled valuers only. You should not sub-contract the valuation work to any other persons / valuers, but must carry out the same yourself. You are required to furnish valuation report by visiting / inspecting the property / assets personally and should certify in your report that you have physically verified the identity and boundaries of the property. **The valuation report must be authenticated and signed by the person in whose name empanelment is made by affixing rubber stamp containing his name and registration number(under Sec 34 AB of Wealth Tax Act,1957).**

18. Photograph of property valued with owner of the property should be submitted with every valuation report. Owner of the property valued to be identified from independent source and the same may be brought out in the report.

19. You will refrain from carrying out any financial transaction with the Bank's borrowers/prospective borrowers on whom the assignment is given to you.

20. You will submit the valuation report within a reasonable time of receiving the assignment letter / email / communication from the branch but maximum within 15 days.

21. The Bank reserves the right to call for additional information/documents for verification as may be required as and when necessary from time to time.

22. The Bank reserves the right to remove / delist you / your firm from the panel without assigning any reason at any time. Your approval as empanelled valuers will automatically cease if any adverse feature is noticed or reported by our branches / Controllers. No claim in this regard shall be entertained.

23. Any misconduct in your professional capacity will render your empanelment cancelled and also liable for the loss suffered by the Bank due to your any act or omission / commission. If it is observed that assets are valued beyond its realistic value, the Bank will be at liberty to initiate appropriate action against you as deemed fit. Further, in such cases as and when detected, the Bank may report the same to self-regulatory bodies like Institute of Valuers, Institute of Engineers, Council of Architecture etc. in which the valuer is a member and IBA / RBI / Chief Commissioner of Income Tax for taking appropriate action, as it deems fit.



24. The Bank has a right to evaluate your role as Third Party Entity (TPE) in the event of fraud in a transaction where the Bank has relied on your valuation report. In case you or any of your associate is found being involved in a fraud or gross negligence, the Bank has the right to include your name in a cautionary list and circulate the same to other Banks through IBA/take other actions like raising the matter with the regulatory bodies of the expert TPEs, filing FIR etc. and will take appropriate action against you as deemed fit.

25. Any adverse developments such as disqualification / debarment / de-listing by any Bank / Institution/ Professional body may be immediately brought to the notice of the Bank.

26. Technical scrutiny of property is the responsibility of a valuer who should examine whether the company has all technical sanctions from local bodies, permissions like approval of the building plan, Town Planning Department clearance, Environment certificate, if necessary etc. Similarly, for Plant & Machinery Invoices, Certificate of Inspection from Govt. Inspector, Log Book, etc should be verified.

27. You should note that the selection for empanelment does not amount to an appointment or right for an appointment to be made by the Bank and the Bank is free to avail the services of any valuer of its choice and no right exists for empanelled valuers to claim that they alone should be entrusted with the Bank's work.

28. You are advised that under no circumstances, you should use any legend containing the Bank's name or symbol on your letter heads, signboards, name plates, visiting cards etc. You will not use this empanelment to canvas for your business.

29. Further, every report should also contain a declaration certificate that you have not been dismissed or removed from Govt. Service or convicted of an offence connected with any proceedings of Income Tax Act, Wealth Tax or Gift Tax Act or have been blacklisted by any Bank / Financial Institution / Govt. Department / Public Sector Enterprise / Body Corporate etc.

30. Your performance will be reviewed from time to time and continuation/renewal on panel would depend upon the quality of services/performance and other related things prevailing at that time.

31. The documents required for **renewal of empanelment viz application for renewal, satisfactory report from branch(es) etc. should reach us within 15 days in advance before the expiry of empanelment period or the period determined by the Bank.** Thereafter, review / renewal exercise would be taken at appropriate time considering the services provided by you to our operating functionaries. The Bank may in its sole discretion renew / continue your empanelment as valuer for further period as deemed fit and proper on mutually agreed revised terms and conditions. If no request for re-empanelment / renewal as valuer is received before expiry of the term as mentioned above, your empanelment as valuer with our Bank will be cancelled and your name will be deleted from our panel without giving any further notice in this regard.

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32. You are requested to return the duplicate copy of this letter duly signed on all pages within fifteen days of date of this letter, as a token of acceptance of the above terms and conditions along with the Letter of Undertaking / Letter of Agreement (enclosed herewith). The empanelment will be effective only on receipt of your acceptance.

We look forward to have a successful business relationship of mutual benefit.

Yours faithfully,



**ANIL KANEKAR
EXECUTIVE ASST. TO MD & CEO
AND HEAD STRATEGY**