

## Letter of Assignment

**From (Client)**  
Name.....  
Address.....

**Date:**

**To**  
**Mr..... (Valuer)**  
Registered Valuer No: .....  
Address...

**Subject: Appointment for determining Fair Value & Liquidation Value of (Details of Assets which is to be valued) in the matter of (Company's Name).**

Dear Sir,

This refers to our previous correspondences/ discussion on the subject cited above. We are pleased to appoint you as one of the valuers where you will be required to submit fair market value and liquidation value of the assets class of \_\_\_\_\_ as per the provision of the Insolvency & Bankruptcy Code, 2016 and Regulations made thereunder in the matter of (Company's Name), undergoing Corporate Insolvency Resolution Process interalia on the below mentioned terms and conditions:

### **Scope of Services**

The Scope of your work shall include determining the Fair Market Value as well as Liquidation Value of (Assets) in accordance with the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("The Regulations") applicable as on date and changes made thereafter till the submission of your report.

### **Purpose of the valuation and Intended Users**

(Please mention here the purpose of valuation and intended users)

### **Reporting of Valuation Conclusion**

The conclusion of values is to be expressed in a written valuation Report as a single amount.

Report shall clearly provide basis for valuation parameters, valuation standard and methodologies considered and adopted for the said purpose. Supporting document to substantiate such basis of valuation shall be provided as and when required by us.

**Conflict of Interest**

You should immediately advise/inform if you have any conflict of interest in undertaking the above valuations, or if you cannot meet the proposed time frames.

If you are involved with (Company's Name) in a capacity other than as a valuer e.g. as an independent or impartial agent, consultant/advisor or as a mediator, your report should disclose the specific role taken in each such assignment.

**Confidentiality**

We expect strict Confidentiality of the complete process.

**Terms of Payment**

For carrying out the above valuation work, an amount of Rs. .... + GST will be paid to you upon submission of report.

**Valuation**

The process shall include the following:

- Physical Inspection and collection of data/details of fixed assets and current assets of the company.
- Methodology adopted for valuation pertinent to the valuation exercise should be disclosed in report.
- Basis of Valuation and determination of valuation parameters, methods and key assumptions are to be stated in the report.
- Estimation of Fair market value and liquidation value.

**Other Conditions**

- that you have agreed to complete the project to the format, time frame and conditions as detailed in the request for quote;
- failure to include all required information, data and calculations in the valuation reports will result in the schedules/valuations being returned for upgrading to required standards; and
- a full inspection of each asset or group of assets is to be undertaken.
- Valuer shall make himself/herself or their authorised representative available as and when required by us or committee of creditors to explain and provide any clarification/doubt about the valuation report.
- By signing this document the valuer/s agree and confirm that they are not disqualified from being appointed as registered valuer/s as per Regulation 27 of the Insolvency and Bankruptcy Board of India (Insolvency Corporate resolution person for Corporate Person) Regulations 2016 i.e. they are not a relative of the Resolution Professional, nor a related party of the Corporate Debtor, nor an auditor of the Corporate Debtor, nor an auditor of the Corporate Debtor in the five years preceding the insolvency commencement date; neither a partner of director of the Insolvency Professional Entity.

- The valuer shall retain files (including computer files) associated with valuation for a period of seven years.
- The valuer shall not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the Corporate Debtor and if you are offered any, you should immediately report the same to resolution professional.
- In case of any clarifications/queries you may contact **[insert contact]**
- In the event of any dispute arising out of or in connection with the term of the instant agreement or breach thereof, the same shall be referred to arbitration of a sole arbitrator to be appointed by \_\_\_\_\_(IPE) as per the provisions of the Arbitration and Reconciliation Act, 1996. The arbitration shall take place at \_\_\_\_\_ and will be subjected to the jurisdiction of the Hon'ble High Court at \_\_\_\_\_. The arbitral proceeding shall be governed by the Arbitration and Reconciliation Act, 1996. The court at \_\_\_\_\_ only and no other court can to have jurisdiction over this subject dispute.

Please sign the duplicate copy of this engagement letter and return to us as a token of your acceptance. The original can be retained by you.

Regards

\_\_\_\_\_  
Resolution Professional  
In the matter of (Company's Name)

I agree to accept the terms and conditions mentioned above. The original Copy of this letter is in my possession.

Signature:

Name:

Date:

Place: