



Bank Ltd.

‘LOANS AND RECOVERY POLICY’

THE JANATA CO-OPERATIVE BANK LTD.

H.O.32, Netaji Subhash Marg, Darya Ganj, New Delhi-110 002

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LOAN POLICY DOCUMENT

LOANS AND RECOVERY POLICY

The Loan and Recovery Policy in vogue has been reviewed by the Loan Sub-Committee taking into consideration the guidelines/circulars issued by Reserve Bank of India from time to time and approved by the BoM/Board of Directors in its meeting held on 25.08.2023 vide Resolution No.A.1 (c) (ii) as under :

Bank is to provide finance as a policy to its own members only mainly for trade, Commerce and Industry, construction and repair of houses, purchase of durable consumer goods and other consumption/ceremonial purposes, to cater to the credit needs of small artisans, self employed persons (medical practitioners, chartered accountants, engineers etc.) Small Traders, Micro, Small & Medium Enterprises (MSME), Transport Operators and other weaker sections of the society. While making advances, the Bank should satisfy about the normal safeguards such as, sources and adequacy of the income of the borrower for regular repayment, nature of the security offered and standard of borrower. Bank should also satisfy about the economic viability and technical feasibility of the project proposed to be financed. Loan against banks own Fixed Deposits, NSC/KVP/LIC Policies may be given to Non-Members also.

1. MISSION STATEMENT

The Mission Statement of the Loan Policy is to :-

- a) Formulate credit risk management parameters to identify, measure, monitor and control various risks.
- b) Strengthen credit appraisal and monitoring system
- c) Create and sustain healthy loan portfolio
- d) Diversify loan portfolio to non traditional areas
- e) Maximise return on capital

2. THE OBJECTIVES OF THE LOAN POLICY

- a) To define clearly the strategies to distribute credit to different sectors of the economy equitably as far as possible, taking into account, the performance of the sector, NPA management and social obligation.
- b) To strengthen the credit monitoring system so that there is continuous monitoring of the borrowal accounts with a view to contain NPAs and keep the loan portfolio healthy.
- c) To Build up a qualitatively good, yielding but sound credit portfolio with more focus on retail segments.
- d) To explore ways and means to accelerate income generation through fee based income in the present scenario of squeezed margins in the interest income by developing more consumer related products and through increased focus on non fund based business.
- e) To evolve strategies to improve systems and procedures, sharpen skills and develop human resources in the field of credit administration & management.
- f) To provide adequate delegation of authority at all levels to exposures and avoid asset concentrations.
- g) To formulate a policy on standards for loan collateral's.
- h) To evolve systems and procedures for portfolio management, loan review mechanism risk monitoring and evaluation.
- i) To formulate policy on pricing of loans.

3. EXPOSURE NORMS

Limit on Exposure to Single and Group Borrowers/Traders

Exposure Ceiling to Individual /Group of Borrowers

The maximum exposure to single borrower/party does not exceed 15% Tire- I Capital and the group of connected borrowers/parties does not exceed 25% of the capital funds. Capital funds for the purpose of exposure norms would comprises Tier – I capital only. The exposure ceiling be conducted every year after finalization and audit of balance sheet of the bank i.e. as on 31st March of each previous year and with the approval of the Board of Directors.

- a) The exposure for the purpose shall comprise credit exposure (loan and advances) which includes :

- i) funded and non-funded credit limits and underwriting and similar commitments,
- ii) facilities extended by way of equipment leasing and hire purchase financing, and
- iii) ad hoc limits sanctioned to the borrowers to meet the contingencies.
- b) Credit exposure shall not include loans and advances granted against the security of bank's own term deposits.
- c) The sanctioned limit or outstanding whichever is higher shall be reckoned for arriving at credit exposure limit. Further, in case of fully drawn term loans, where there is no scope of re-drawal of any portion of the sanctioned limit, banks may reckon the outstanding for arriving at credit exposure limit.
- d) In respect of non-funded credit limit, 100% of such limit or outstanding, whichever is higher, need be taken into account for the purpose.
- e) Consortium / Multiple Banking / Syndication
- f) The level of individual bank's share shall be governed by single borrower / group exposure.
- g) Exposure ceiling for Individuals and Group of Borrowers as per RBI Circular No.DOR(PCB)BPD.Cir.No.10/13.05.000/2019-20 dated March 13, 2020 Urban Co-operative Banks are required to fix with the approval of their Board of Directors Exposure ceiling in relation to bank's capital funds which should not exceed 15% of the Capital Funds to an individual borrower and 25% of the capital funds to group of borrowers. Capital Funds for the purpose of exposure norms which comprises Tier 1 Capital only of the Bank as on 31st March, 2023 which is as under :

Capital Funds	Rs. in lacs	
TIER I CAPITAL		
a) Paid up Capital	493.89	
Less: Intangible assets and losses	-----	
Net paid up capital	<u>493.89</u>	493.89
<hr/>		
b) Reserves & Surplus		
1. Statutory reserves	769.39	
2. Capital reserves		
3. Other reserves		
i) Building Fund	162.73	
4. Surplus in profit and loss account	29.00	
Total Reserves and Surplus	<u>961.12</u>	<u>961.12</u>
 TOTAL TIER I CAPITAL		 1455.01

The Maximum Exposure to an individual borrower should not exceed 15% of the Tier-I capital funds i.e. Rs.218.25 Lakh (15% of Rs.1455.01 Lakh) and 25% of the capital funds to group of borrowers i.e. Rs.363.75 Lakh (25% of Rs.1455.01 Lakh). On the basis of the above Tier-I capital funds it is decided to fix Maximum Exposure of **Rs.210.00 Lakh** to an individual borrower and **Rs.360.00 Lakh** to group of borrowers for the year 2023-2024.

Credit exposure shall include funded and non funded credit limits, adhoc limit sanctioned to the borrower to meet the contingencies. Credit Exposure should not include loan and advances credited against the security of banks own deposits.

Maximum Exposure to Housing and Real Estate and commercial Real Estate loans should be limited to 10% of the total assets as on March 31 of the preceding financial year. This ceiling of 10% of total assets can be exceeded by additional limit of 5% of total assets for the purpose of grant of housing loan individuals for purchase or construction of dwelling units costing upto Rs.25.00 Lakh. The total loan and advances outstanding as on 31.03.2023 in this sector is Rs.2217.86 Lakh which forms 11.03% of total assets as on 31st march 2023.

Bank shall have at least 50 per cent of its aggregate loans and advances comprising loans of not more than Rs.25.00 Lakh or 0.2% of its Tier - I Capital, whichever is higher, subject to a maximum of Rs.1.00 Crore per borrower/party and the bank shall comply with the prescribed threshold in conformity with the above requirements by March, 31, 2024.

Credit exposure shall include funded and non funded credit limits, adhoc limit sanctioned to the borrower to meet the contingencies. Credit Exposure should not include loan and advances against the security of banks own term deposits.

4. ANY OTHER FINANCIAL ACCOMMODATION: -

The words '**any other financial accommodation**' shall include funded and non-funded credit limits and under-writings and similar commitments, as under:

- a) The funded limits shall include loans and advances by way of bills purchase / discounting, pre-shipment and post-shipment credit facilities and deferred payment guarantee limits extended for any purpose including purchase of capital equipment and acceptance limits in connection therewith sanctioned to borrowers and guarantees by issue of which a bank undertakes financial obligation to enable its constituents to acquire capital assets.
- b) The non-funded limits shall include letters of credit, guarantees and under-writings and similar commitments.

5. EXPOSURE TO HOUSING, REAL ESTATE AND COMMERCIAL REAL ESTATE

- a) The exposure to housing (including individual loans for house repairs, additions and alteration), real estate and commercial real estate loans (including Commercial Real Estate – Residential Housing) would be limited to 10 per cent of their total assets. The above ceiling of 10 per cent of total assets can be exceeded by an additional limit of 5 per cent of total assets for the purpose of grant of housing loans to individuals for purchase or construction of dwelling units costing up to Rs.25.00 lakh.
- b) The Bank is having deposit base more than 100 crores. The Bank may extend individual housing loans up to a maximum of Rs.140.00 lakh per beneficiary of a dwelling unit subject to extant prudential exposure limits.
- c) Working capital loans given by the Bank against hypothecation of construction materials provided to the contractors who undertake comparatively small construction on their own without receiving advance payments is exempted from the prescribed limit.
- d) The bank is not permitted to exceed the limit prescribed for grant of housing, real estate, commercial real estate loans to the extent of funds obtained from higher financing agencies and refinance from National Housing Bank.

6. INTER-BANK EXPOSURE LIMIT

A) Prudential Inter-bank (Gross) Exposure Limit

The total amount of deposits placed by the Bank with other banks (inter-bank) for all purposes including call money / notice money, and deposits, if any, placed for availing clearing facility, CSGL facility, currency chest facility, remittance facility and non-fund based facilities like Bank Guarantee (BG), Letter of Credit (LC), etc shall not exceed 20% of its total deposit liabilities as on March 31 of the previous year. The balances held in deposit accounts with commercial banks and in permitted scheduled BANKs and investments in Certificate of Deposits issued by commercial banks, being inter bank exposures, will be included in this 20% limit.

B) Prudential Inter-bank Counter Party Limit

Within the prudential inter-bank (gross) exposure limit, deposits with any single bank should not exceed 5% of the depositing bank's total deposit liabilities as on March 31 of the previous year.

C) Exposure in Non-SLR investment

- a) Investments in non-SLR securities should be limited to 10% of a bank's total deposits as on March 31 of the previous year.

- b) Investments in unlisted securities should not exceed 10% of the total non-SLR investments at any time. Where banks have already exceeded the said limit, no incremental investment in such securities will be permitted. Investment in Non-SLR debt securities (both primary and secondary market) by Bank where the security is proposed to be listed in the Exchange(s) may be considered as investment in listed security at the time of making investment. However, if such security is not listed within the period specified, the same will be reckoned for the 10% limit specified for unlisted Non-SLR securities. In case such investments included under unlisted Non-SLR securities lead to breach of 10% limit, Bank would not be allowed to make fresh investments in Non-SLR securities till its investment in unlisted securities is brought within the limit of 10%.
- c) All investments as above will be subject to the prescribed prudential individual / group exposure limits.
- d) All fresh investments under Non-SLR category should be classified under Held for Trading (HFT) / Available for Sale (AFS) categories only and marked to market. However, investment by Bank in the long term bonds issued by companies engaged in executing infrastructure projects and having a minimum residual maturity of seven years may be classified under HTM category.
- e) The limits prescribed at a) and b) above for investment in Non-SLR/ unlisted securities may be exceeded, if it becomes necessary to do so for acquiring membership in Market Infrastructure Companies such as Clearing Corporation of India Ltd., National Payment Corporation of India and Society for World Wide Inter-Bank Financial Tele-Communication (SWIFT) etc.

7. STATUTORY RESTRICTIONS

A. Advances against Bank's Own Shares

In terms of Section 20(1)(a) of the Banking Regulation Act 1949 (As Applicable to Co-operative Societies), the bank is prohibited to grant loans and advances on the security of its own shares.

B. Restrictions on Power to Remit Debts

Section 20A(1) of the Banking Regulation Act, 1949 (As applicable to Co-operative Societies) stipulates that the bank shall not, except with the prior approval of the Reserve Bank, remit in whole or in part any debt due to it by

- a) any of its past or present directors, or**
- b) any firm or company in which any of its directors is interested as director, partner, managing agent or guarantor, or
- c) any individual, if any of its directors is his partner or guarantor.

In terms of Section 20A(2) of the said Act, any remission made in contravention of the provisions of sub-section (1) above shall be void and of no effect.

8. REGULATORY RESTRICTIONS

A) ADVANCES TO DIRECTORS AND THEIR RELATIVES

- a) The banks have been prohibited to make, provide or renew either secured or unsecured loans and advances or any other financial accommodation to its directors or their relatives, and the firms / companies / concerns in which they are interested. The existing advances may be allowed to continue up to the date when they are due. The advances should not be renewed or extended further.
- b) The following categories of director related loans are exempted from the purview of the above instructions.
 - i) Regular employee-related loans to staff directors on the Board of Bank;
 - ii) Loans to directors and their relatives against Fixed Deposits and Life Insurance policies standing in their own name.
- c) Bank is required to submit information pertaining to loans and advances granted to their directors and relatives for each quarter end (i.e. 31 March, 30 June, 30 September and 31 December) in the Performa given in Annex 1, to the Head Office of the bank for transmission to concerned Regional Office of the Department of Supervision(CB), RBI within fifteen days from the close of the respective quarter.
- d) Concerns in which a director of a primary co-operative bank or his relative is interested shall mean –
 - i) proprietary concerns / partnership firms (including Hindu Undivided Family), concerns and association of persons in which a director of the bank or his relative is interested as proprietor / partner / co-parcener;
 - ii) private / public limited companies, where a director of the bank is a guarantor for repayment of loans and advances granted to the company.
- e) The 'relative' of a director of the bank shall mean any relative of a director of the bank as indicated hereunder :
- h) the one is related to the other in the manner indicated below:

List of relatives

1. Father
2. Mother including step-mother
3. Son including step-son
4. Son's wife
5. Daughter including step-daughter
6. Daughter's husband
7. Brother (including step-brother)
8. Brother's wife
9. Sister (including step-sister)
10. Sister's husband

B) Maximum Ceiling on Advances to Nominal Members

The bank may sanction loans to nominal members for short / temporary period and purchase of consumer durables, subject to the ceiling of loan amount Rs.1,00,000/- per borrower.

a) Advances against Fixed Deposit Receipts (FDRs) Issued by Other Banks

The bank is not allowed to sanction an advance against the Fixed Deposit Receipts / term deposits issued by other banks.

b) Bridge Loans / Interim Finance

The bank shall not entertain any proposal for bridge loan / interim finance including that against capital / debentures issues and / or in the form of loans of a bridging nature, pending raising of long term funds from the market by way of capital, deposits etc. from all the categories of non-banking financial companies.

c) Bank Finance to Stock Brokers

Bank is prohibited from extending any fund based or non fund based credit facilities, whether secured or unsecured, to stockbrokers against shares and debentures / bonds, or other securities, such as fixed deposits, LIC policies etc.

d) Bank Finance against Preference Shares and Long Term (Subordinated) Deposits

The Bank shall not invest in Perpetual Non cumulative Preference Shares (Tier I), other Preference shares (Tier II) such as Perpetual Cumulative Preference Shares, Redeemable Non Cumulative Preference Shares, Redeemable Cumulative Preference Shares and also in Long Term (Subordinated) Deposits (Tier II) issued by other banks; nor should they grant advances against the security of the above instruments issued by them or other banks.

e) Bank Finance to Non-Banking Financial Companies (NBFCs)

The Bank shall not finance non banking finance companies including those engaged in hire – purchase/leasing.

f) Advances against pledge of Gold / Silver Ornaments

The Bank shall not finance against pledge of gold/silver ornaments in order to mitigate the inherent risks.

g) Grant of Loans for Acquisition of / Investing in Small Savings Instruments including Kisan Vikas Patras (KVP) :

The bank shall not sanction loans for acquisition of / investing in small savings instruments including KVPs.

h) Lending to Public Sector Undertakings

The bank shall not grant large value loans to Public Sector / Government Undertakings.

9. FINANCING FOR AGRICULTURAL ACTIVITIES

The banks is permitted to finance agricultural activities under priority sector subject to the following conditions:

- a) The Bank would provide direct finance only to members (no nominal members) and not through any agency like primary agricultural credit societies and primary land development banks etc.,
- b) Credit shall be extended only after obtaining 'no dues certificate' from the existing credit agencies in the area, and
- c) Banks should follow the scales of finance and obtain security as per guideline issued by RBI / NABARD.

10. LOANS TO SELF HELP GROUPS (SHGS) / JOINT LIABILITY GROUPS (JLGS)

- a) The Bank may lend to SHGs and JLGs as per their Board approved policy framed according to the prescribed RBI guidelines in this regard.
- b) The Bank may follow the method of lending directly to SHGs / JLGs. Lending through intermediaries will not be permitted.
- c) The extant limits (individual and total) on grant of unsecured loans and advances will not apply to loans granted to SHGs. However, loans granted by UCBs to JLGs, to the extent not backed by tangible security, will be treated as unsecured and will be subject to the extant limits on unsecured loans and advances.
- d) Loans granted to SHGs / JLGs would be governed by the extant guidelines on individual exposure limits.
- e) The maximum amount of loan to SHGs should not exceed four times of the savings of the group. The limit may be exceeded in case of well managed SHGs subject to a ceiling of ten times of savings of the group. The groups may be rated on the basis of certain objective parameters such as proven track record, savings pattern, recovery rate, housekeeping etc. JLGs are not obliged to keep deposits with the bank and hence the amount of loan granted to JLGs would be based on the credit needs of the JLG and the bank's assessment of the credit requirement.

11. RESTRICTION ON ADVANCES TO DEFAULTERS OF STATUTORY DUES

The Bank should satisfy that there are no arrears of statutory dues of the borrowers by obtaining a declaration from them that all such dues have been duly paid. Proof in this regard may be called for only in cases where banks have reason to doubt the borrowers' declaration. Even where a proof is required, it is not necessary to insist on a certificate from the Regional Provident Fund Commissioner; production of a receipt evidencing the payment of the dues or a certificate from the auditors of the borrower or any other similar proof may be considered sufficient. In the case of sick units where there are arrears for reasons beyond the control of the borrowers, banks may continue to consider such cases on merits.

12. Delegation of Powers

- a) The Chief Executive Officer/Managing Director is authorized to sanction unsecured loans upto Rs.3.00 Lac and Secured Loan for purchase of vehicles upto Rs.10.00 Lac to members of the bank with the approval of the Chairman subject to ratification by the Board of Directors. The Managers of all the branches are authorized to sanction loan against banks own fixed deposits, NSCs/KVPs / LIC policies and to allow 10% temporary overdraft over and above the sanctioned limit of the credit facilities **for a period of 15-30 days** which shall be reported to the Head Office on monthly basis for ratification by the Board of Directors.
- b) The internal inspectors should examine during the course of inspection of branches whether powers have been exercised properly and any unauthorised exercise of powers should immediately be brought to the notice of Head Office. Similarly, sanctions beyond discretionary powers by the Chairman and Chief Executive Officer should also be reported to the Board of Directors.

13. Monitoring Operations in Loan Accounts

a) Post-Sanction Monitoring

- i) It is the primary responsibility of the branches of the bank to be vigilant and ensure proper end use of bank funds / monitor the funds flow. It is, therefore, necessary for the branches of the bank to ensure that drawals from cash credit / overdraft accounts are strictly for the purpose for which the credit limits are sanctioned by them.
- ii) Post sanction follow-up of loans and advances should be effective so as to ensure that the security obtained from borrowers by way of hypothecation, pledge, etc. are not tampered with in any manner and are adequate.
- iii) **Accounts showing sign of turning into NPAs** : Bank may put in place more stringent safeguards, especially where accounts shows sign of turning into NPAs. In such cases bank may strengthen its monitoring system by resorting to more frequent inspections of borrowers' godowns, ensuring that sale proceeds are routed through the borrower's accounts maintained with the bank and insisting on pledge of the stock in place of hypothecation.
- iv) Drawals against clearing cheques should be sanctioned only in respect of first class customers and even in such cases the extent of limits and the need therefore should be subjected to thorough scrutiny and periodic review. Bank should not issue banker's cheques/pay orders/demand drafts against instruments presented for clearing, (unless the proceeds thereof are collected and credited to the account of the party) or to borrowers whose accounts are already overdrawn or likely to be overdrawn with the issue of such instruments.
- v) Drawals against clearing instruments should be normally confined to bank drafts and Government cheques.

vi) **Specification of due date/repayment date**

The extant instructions on IRACP norms specify that an amount is to be treated as overdue if it is not paid on the due date fixed by the bank. The exact due dates for repayment of a loan, frequency of repayment, breakup between principal and interest, examples of SMA/NPA classification dates, etc. shall be clearly specified in the loan agreement and the borrower shall be apprised of the same at the time of loan sanction and also at the time of subsequent changes, if any, to the sanction terms/loan agreement till full repayment of the loan. In cases of loan facilities with moratorium on payment of principal and/or interest, the exact date of commencement of repayment shall also be specified in the loan agreements. These instructions shall be complied with at the earliest, but not later than December 31, 2021, in respect of fresh loans. In case of existing loans, however, compliance to these instructions shall necessarily be ensured as and when such loans become due for renewal/review.

vii) **Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)**

The circular DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on 'Prudential Framework for Resolution of Stressed Assets' requires the lenders to recognize incipient stress in borrower accounts, immediately on default, by classifying them as special mention accounts (SMA). In order to remove any ambiguity, it is clarified that the intervals are intended to be continuous and accordingly, the basis for classification of SMA categories shall be as follows:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of :
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

viii) In the above context, it is further clarified that borrower accounts shall be flagged as overdue by the bank as part of their day-end processes for the due date, irrespective of the time of running such processes. Similarly, classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

ix) It is further clarified that the instructions on SMA classification of borrower accounts are applicable to all loans, including retail loans, irrespective of size of exposure of the lending institution.

x) Clarification regarding definition of ‘out of order

Cash credit/Overdraft (CC/OD) account is classified as NPA if it is ‘out of order’. In cases where the outstanding balance in the principal operating account is less than the sanctioned limit/drawing power, the extant instructions, inter alia, stipulate that the account should be treated as ‘out of order’ if there are no credits continuously for 90 days as on the date of Balance Sheet or credits are not enough to cover the interest debited during the same period. In order to avoid any ambiguity regarding determination of ‘out of order’ status of CC/OD accounts on a continuous basis, it is clarified that an account shall be treated as ‘out of order’ if:

- a) the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
- b) the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

xi) Accordingly, treatment of CC/OD accounts as ‘out of order’ on or after the date of this circular shall be based on the above instructions.

xii) Consumer Education

With a view to increasing awareness among the borrowers, lending institutions shall place consumer education literature on their websites, explaining with examples, the concepts of date of overdue, SMA and NPA classification and upgradation, with specific reference to day-end process. Lending institutions may also consider displaying such consumer education literature in their branches by means of posters and/or other appropriate media. Further, it shall also be ensured that their front-line officers educate borrowers about all these concepts, with respect to loans availed by them, at the time of sanction/disbursal/renewal of loans. These instructions shall be complied with at the earliest, but not later than March 31, 2022.

xiii) Responsibility and Accountability of Bank Managers

- a) The Bank should take appropriate steps to review and tighten their internal administration and control measures so as to eliminate the scope for misuse / diversion of funds and malpractices.
- b) Bank should take serious view of instances of misuse of power, corruption and other malpractices indulged by the members of staff and erring staff members should be given punishments befitting the seriousness of the irregularity. Quick disposal of enquiries by the bank and award of deterrent punishment would be necessary in all such cases.

- c) Responsibility and Accountability of staff for any lapse in slippage of standard assets to Non Performing Assets as per RBI Guidelines be fixed on the concerned officials.

xiv) Annual Review of Advances

For an effective monitoring of the advances, it is imperative for the banks to undertake an exercise for review of the advances on a regular basis. Apart from the usual objective of such a review of assessing the quality of operation, safety of funds, etc. the review should specifically attempt to make an assessment of the working capital requirements of the borrower based on the latest data available, whether limits continue to be within the need-based requirements and according to the bank's prescribed lending norms.

a) Diversion of Funds

Banks should have a mechanism for proper monitoring of the end use of funds. Wherever diversion is observed, they should take appropriate action including recalling the loans, reduction of sanctioned limits, charging penal interest etc. to protect the bank's interest. Bank should keep a proper vigil over requests of their clients for cash withdrawals from their accounts for large amounts. Whenever stocks under hypothecation to cash credit and other loan accounts are found to have been sold but the proceeds thereof not credited to the loan account, such action should normally be treated as a fraud. In such cases, banks may take immediate steps to secure the remaining stock so as to prevent further erosion in the value of the available security as also other action as warranted.

b) Diversion of funds would be construed to include any one of the under-noted occurrences :

- a) Utilisation of short-term working capital funds for long-term purposes not in conformity with the terms of sanctions;
- b) deploying borrowed funds for purposes / activities or creation of assets other than those for which the loan was sanctioned;
- c) transferring funds to the subsidiaries / group companies or other corporates by whatever modalities;
- d) routing of funds through any bank other than the lender bank or members of consortium without prior permission of the lender;
- e) investment in other companies by way of acquiring equities / debt instruments without approval of lenders;
- f) shortfall in deployment of funds *vis-à-vis* the amounts disbursed / drawn, and the difference not being accounted for.

c) Siphoning of funds

Siphoning of funds should be construed to have occurred if any funds borrowed are utilised for purposes unrelated to the operations of the borrower, to the detriment of the financial health of the entity or of the lender. The decision as to whether a particular instance amounts to siphoning of funds would have to be a judgement of the lenders based on objective facts and circumstances of the case.

d) End-use of Funds

The bank should ensure end use of funds by due diligence and strengthening of their internal control and the credit risk management system to enhance the quality of their loan portfolio.

Following measures should be taken for monitoring and ensuring end-use of funds by the Managers :

- i) Inspection of borrower assets kept as security with the bank once in a year.
- ii) Scrutiny of borrowers books of accounts and no lien accounts maintained with other banks.
- iii) Quarterly progress report/operating statement/balance sheet of borrower should be scrutinized in case of project finance.
- iv) Visits to the financed units once in a year.
- v) Stock checking of the financed units once in six months.
- vi) Bank should obtain certificate form the chartered accountant to ensure endues of fund by the borrower for the purpose for periodical system finance.

14. Exchange of Credit Information

a) Membership of Credit Information Companies (CICs)

- i) With effect from January 29, 2015, it has been decided to mandate all Banks to become member/s of all CICs and moderate the membership and annual fees suitably. In this regard, BANKs have been advised to comply with the directive [DBR.No.CID.BC.59/20.16.056/2014-15 dated January 15, 2015](#) and become member of all CICs and submit data (including historical data) to them.
- i) The bank has already obtained membership of Credit Information Companies for furnishing Credit Information to the CICs and other regulatory measures. The cases admitted with National Company Law Tribunal (NCLT)/National Company Law Appellate Tribunal (NCLAT) under the Insolvency and Bankruptcy Code, 2016 are also required to be reported to CICs under the suit-filed cases..

b) Exchange of information - Lending under Consortium Arrangement / Multiple Banking Arrangements

- i) Banks need to strengthen their information back-up about the borrowers enjoying credit facilities from multiple banks.
 - (i) At the time of granting fresh facilities, banks may obtain declaration from the borrowers about the credit facilities already enjoyed by them from other banks. In the case of existing lenders, all the banks may seek a declaration from their existing borrowers availing sanctioned limits of ₹5 crore and above or wherever, it is in their knowledge that their borrowers are availing credit facilities from other banks, and introduce a system of exchange of information with other banks as indicated above.

- (ii) Subsequently, banks should exchange information about the conduct of the borrowers' accounts with other banks at least at quarterly intervals.
 - (iii) Obtain regular certification by a professional, preferably a Company Secretary / Cost Accountant / Chartered Accountant regarding compliance of various statutory prescriptions that are in vogue.
 - (iv) Make greater use of credit reports available from Credit Information Companies [Credit Information Bureau (India) Limited (CIBIL), M/s Experian Credit Information Company of India Private Ltd., Equifax Credit Information Services Pvt. Ltd. and High Mark Credit Information Services Pvt. Ltd.].
 - (v) The banks should incorporate suitable clauses in the loan agreements in future (at the time of next renewal in the case of existing facilities) regarding exchange of credit information so as to address confidentiality issues.
- ii) Setting up of Central Electronic Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002

Government of India has set up the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) under the provisions of the SARFAESI Act, 2002, with the objective of preventing frauds in loans involving multiple lending from different banks on the same immovable property. Bank is advised to voluntarily file with CERSAI, in its own interest, records of equitable mortgages created. Pursuant to this, Government issued a Gazette Notification dated January 22, 2016 for filing of the following types of security interest on the CERSAI portal:

- (i) Particulars of creation, modification or satisfaction of security interest in immovable property by mortgage other than mortgage by deposit of title deeds.
 1. Particulars of creation, modification or satisfaction of security interest in hypothecation of plant and machinery, stocks, debts including book debts or receivables, whether existing or future.
 2. Particulars of creation, modification or satisfaction of security interest in intangible assets, being know how, patent, copyright, trademark, licence, franchise or any other business or commercial right of similar nature.
 3. Particulars of creation, modification or satisfaction of security interest in any 'under construction' residential or commercial or a part thereof by an agreement or instrument other than mortgage.

In this regard, instructions on Filing of Security Interest relating to Immovable (other than equitable mortgage), Movable and Intangible Assets in CERSAI, issued vide [circular DBR.Leg.No.BC.15/09.08.020/2018-19 dated December 27, 2018](#) have been

made applicable to BANKs. Accordingly, BANKs were advised to complete filing the charges pertaining to subsisting transactions with CERSAI by March 31, 2019. It has also been advised to file the charges relating to all current transactions with CERSAI on an ongoing basis.

c) Disclosure of Information and Monitoring of Defaulting Borrowers

- i) The banks is required to submit the quarterly list of suit filed accounts of ₹1 crore and above, classified as doubtful or loss, to CIBIL and / or any other credit information company which has obtained Certificate of Registration (CoR) from RBI and of which the BANK is a member.
- ii) The banks is required to submit the list of suit filed accounts of wilful defaulters of ₹25 lakh and above as at the end of quarter March, June, September and December to CIBIL and / or any other credit information company which has obtained.

15. Valuation of properties

Valuation should be done by professionally independent valuer approved by the Board of Directors.

- i) The valuation should be done by professionally qualified independent i.e. the valuer should not have a direct or indirect interest.
- ii) The banks should obtain minimum two Independent Valuation Reports for properties valued at Rs.50.00 crore or above.
- iii) The revaluation of the properties should be conducted by the approved independent valuers from the empanelment once in every three years.
- iv) The bank should maintain a separate registrar for valuation of properties

16. Empanelment of Independent Valuers

- i) The valuer should be atleast Civil Engineer, Professionally Govt. approved registered valuer u/s 34 AB of W.T. Act. for valuation of land and building.
- ii) The bank should maintain a register of approved list of valuers.

17. Net Worth Certificate

Networth certificate of the borrower certified by Chartered Accountant should be obtained for loan and advance of Rs.50.00 Lakh & above in case of Business Loan/Overdraft/Cash Credit Limit.

18. Penal measures

In order to prevent access to the capital markets by the wilful defaulters, a copy of the list of wilful defaulters is forwarded by Reserve Bank of India to Securities and Exchange Board of India as well. It has also been decided that the following measures should be initiated by the bank against the wilful defaulters:

- i) No additional facilities be granted to the listed wilful defaulters. In addition, the entrepreneurs / promoters of companies where banks have identified siphoning / diversion of funds, misrepresentation, falsification of accounts and fraudulent transactions should be debarred from institutional finance for floating new ventures for a period of 5 years from the date the name of the wilful defaulter is published in the list of wilful defaulters by the Reserve Bank of India.
- ii) The legal process, where warranted, against the borrowers / guarantors and foreclosure of loans should be initiated expeditiously. The bank may also initiate criminal proceedings against wilful defaulter, wherever necessary.

19. Security Interest Act.

Notwithstanding anything contained in section 69 or section 69A of the Transfer of Property Act, 1882 (4 of 1882), any security interest created in favour of any secured creditor may be enforced, without the intervention of the court or tribunal, by the bank in accordance with the provisions of this Act.

20 Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act.2002

The Government of India by its notification No.S.O.E.105(e) dated 28th January 2003 has made applicable the provisions of the Securitisation & Reconstruction of Financial Assets & Enforcement's of Security Act to Urban Co-operative Banks. As the provisions of the Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act.2002 are also applicable to Urban Co-operative Banks, the Bank can make the best use of above stated laws provided to them for recovering their dues and thus reducing their NPAs.

21. Linking of share holding to borrowing:

It is mandatory for borrowers of the bank to subscribe to the shares of the bank to the extent of 2.5 - 5.0 per cent of their borrowings. However, the Bank is maintaining minimum capital of risk weighted assets ratio (CRAR) of 9 per cent and a Tier 1 CRAR of 5% as per the latest audited financial statements and the last CRAR as assessed by RBI during statutory inspection as per RBI Circular No.DOR.CAP.REC.2/09.18. 201/2022-23 dated 01.04.2022. Therefore, linkage of share holding to borrowing be 5% for Unsecured Advances and 2.5% for Secured Advances subject to maximum of Rs.20,000/-.

22 Interest Application

- a) In case of NPAs where interest has not been received for 90 days or more, as a prudential norm, there is no use in debiting the said account by interest accrued and taking this accrued interest amount as income of the bank as the said interest is not being received. It is simultaneously desirable to show such accrued interest separately or park in a separate account so that interest receivable on such NPA account is computed and shown as such, though not accounted as income of the bank for the period.
- b) The interest accrued in respect of performing assets may be taken to income account as the interest is reasonably expected to be received. However, if interest is not actually received for any reason in these cases and the account is to be treated as an NPA at the close of the subsequent year as per the guidelines, then the amount of interest so taken to income in the corresponding previous year should be reversed or should be provided for in full.
- c) With a view to ensuring uniformity in accounting the accrued interest in respect of both the performing and non-performing assets, the following guidelines may be adopted notwithstanding the existing provisions in the respective State Co-operative Societies Act :
 - i) Interest accrued in respect of non-performing advances should not be debited to borrowal accounts but shown separately under 'Interest Receivable Account' on the 'Property and Assets' side of the balance sheet and corresponding amount shown under 'Overdue Interest Reserve Account' on the 'Capital and Liabilities' side of the balance sheet.
 - ii) In respect of borrowal accounts, which are treated as performing assets, accrued interest can alternatively be debited to the borrowal account and credited to Interest account and taken to income account. In case the accrued interest in respect of the borrowal account is not actually realised and the account has become NPA as at the close of subsequent year, interest accrued and credited to income account in the corresponding previous year, should be reversed or provided for.
 - iii) The illustrative accounting entries to be passed in respect of accrued interest on both the performing and non-performing advances are indicated in the Annex 3.
- d) The overdue interest reserve is not created out of the real or earned income received by the bank and as such, the amounts held in the Overdue Interest Reserve Account cannot be regarded as 'reserve' or a part of the owned funds of the banks. It will also be observed that the Balance Sheet format prescribed under the Third Schedule to the Banking Regulation Act, 1949 (As Applicable to Co-operative Societies) specifically requires the banks to show 'Overdue Interest Reserve' as a distinct item on the 'Capital and Liabilities' side.

23. Provisioning Norms

Norms for Provisioning on Loans & Advances

- a) In conformity with the prudential norms, provisions should be made on the non-performing assets on the basis of classification of assets into prescribed categories.
- b) Taking into account the time lag between an account becoming doubtful of recovery, its recognition as such, the realisation of the security and the erosion over time in the value of security charged to the bank, the banks should make provision against loss assets, doubtful assets, sub-standard assets and standard assets as below :

i) Loss Assets

- (a) The entire assets should be written off after obtaining necessary approval from the competent authority and as per the provisions of the Co-operative Societies Act / Rules. If the assets are permitted to remain in the books for any reason, 100 per cent of the outstanding should be provided for.
- (b) In respect of an asset identified as a loss asset, full provision at 100 per cent should be made if the expected salvage value of the security is negligible.

ii) Doubtful Assets

- (a) Provision should be for 100 per cent of the extent to which the advance is not covered by the realisable value of the security to which the bank has a valid recourse should be made and the realisable value is estimated on a realistic basis.
- b) In regard to the **secured portion**, provision may be made on the following basis, at the rates ranging from 20 per cent to 100 per cent of the secured portion depending upon the period for which the asset has remained doubtful:

Tier I and Tier II Banks

Period for which the advance has remained in 'doubtful' category	Provision Requirement
Up to one year	20 per cent
One to three years	30 per cent
Advances classified as 'doubtful for more than three years' on or after April 1, 2010	100 percent

iii) Sub-standard Assets

A general provision of 10 per cent on total outstanding should be made without making any allowance for ECGC guarantee cover and securities available.

iv) Provision on Standard Assets

The standard asset provisioning requirements are summarized as under:

Category of Standard Asset	Rate of Provisioning
	Tier II
Direct advances to Agriculture and SME sectors	0.25 %
Commercial Real Estate (CRE) sector	1.00 %
Commercial Real Estate-Residential Housing Sector (CRE-RH)	0.75%
All other loans and advances not included in (a) and (b) above	0.40%

- (a) The provisions towards "standard assets" need not be netted from gross advances but shown separately as "Contingent Provision against Standard Assets" under "Other Funds and Reserves.
- (b) In case banks are already maintaining excess provision than what is required / prescribed by Statutory Auditor / RBI Inspection for impaired credits under Bad and Doubtful Debt Reserve, additional provision required for Standard Assets may be segregated from Bad and Doubtful Debt Reserve and the same may be parked under the head "Contingent Provisions against Standard Assets" with the approval of their Board of Directors. Shortfall if any, on this account may be made good in the normal course.
- (c) The above contingent provision will be eligible for inclusion in Tier II capital.

v) Higher Provisions

There is no objection if the banks create bad and doubtful debts reserve beyond the specified limits on their own or if provided in the respective State Co-operative Societies Acts.

24. Credit Administration

Rate of Interest

- a) Bank is permitted to determine their lending rates taking into account their cost of funds, transaction costs etc with the approval of their Board. However, bank is advised to ensure that the interest rates charged by them are transparent and known to all customers. Banks are also required to publish the minimum and maximum interest rates charged on advances and display the information in every branch.
 - i) Penal interest may be levied for reasons such as default in repayment, non-submission of financial statements, etc. However, the policy on penal interest should be governed by well-accepted principles of transparency, fairness, incentive to service the debt and due regard to genuine difficulties of customers.

ii) The penalty charges for non-compliance material terms and conditions of loan contracted by the borrower shall be treated as penal charges w.e.f. 1st January, 2024 and shall not be levied in from of penal interest i.e. added to the rate of interest charged on the advances. There shall be no capitalization of penal charges in terms of RBI Circular No.DoR.MCS.REC.28/01.01.001/2023-24 dated August 18, 2023.

iii) **Foreclosure Charges / Prepayment Penalty** – The bank shall not charge foreclosure charges / prepayment penalties on all fixed rate term loans sanctioned to borrowers.

b) No Objection Certificate

The Bank should not finance a borrower already availing credit facility from another bank without obtaining a 'No Objection Certificate' from the existing financing bank.

c) Opening of Current Accounts

i) Keeping in view the importance of credit discipline, at the time of opening of current accounts, banks should:

(a) insist on a declaration from the account holder to the effect that he is not enjoying any credit facility with any other commercial bank or obtain a declaration giving particulars of credit facilities enjoyed by him with any other commercial bank/s.

(b) ascertain whether he / she is a member of any other co-operative society/bank; if so, the full details thereof such as name of the society / bank, number of shares held, details of credit facilities, such as nature, quantum, outstanding, due dates etc should be obtained.

d) Further, in case he / she is already enjoying any credit facility from any other commercial / co-operative bank, the bank opening a current account should duly inform the lending bank(s) concerned and also specifically insist on obtaining a "No Objection Certificate" from them. In case of a prospective customer who is a corporate or large borrower enjoying credit facilities from more than one bank, the banks may inform the consortium leader, if under consortium, and the banks concerned, if under multiple banking arrangement. In case a facility has been availed from a co-operative bank / society, it is essential for the bank to comply with the requirements of the Co-operative Societies Act / Rules of the state concerned in regard to membership and borrowings.

e) Banks may open current accounts of prospective customers in case no response is received from the existing bankers after a minimum waiting period of a fortnight. If a response is received within a fortnight, banks should assess the situation with reference to information provided on the prospective customer by the bank concerned and are not required to solicit a formal no objection, consistent with true freedom to the customer of banks as well as needed due diligence on the customer by the bank.

f) Certification of Accounts of Non-Corporate Borrowers by Chartered Accountants

As per the Income Tax Act, 1961, filing of audited balance sheet and Profit & Loss Account is mandatory for certain types of non-corporate entities. Therefore, the banks must insist on the audited financial statements from the borrowers enjoying large limits; since such borrowers would, in any case, be submitting audit certificate to the income-tax authorities, based on audit of their books of accounts by a Chartered Accountant.

g) Defaults in Payment of Statutory Dues by Borrowers

The Bank should ensure that borrowers enjoying credit facilities, pay the provident fund payments and similar other statutory dues promptly. The non-payment of statutory dues by the borrowers is one of the symptoms of incipient sickness of an industrial unit. Therefore, it is in the interest of both the lender and borrower to give high priority to the clearance of these dues. Apart from insisting on the borrowers to indicate a definite programme for clearance of arrears, banks may consider suitable restrictions on the outflow of funds. The bank should incorporate an appropriate declaration in their application forms for grant / renewal / enhancement of credit facilities so as to ensure that the position regarding the statutory dues is disclosed therein. In respect of the corporate borrowers and non-corporate borrowers, the amount of statutory dues should normally be reflected in their audited annual accounts. In case audited accounts do not indicate the position clearly, a certificate may be obtained from the Chartered Accountant for this purpose.

25. LOAN RULES AND GENERAL TERMS AND CONDITIONS

a) Advances against Bank own Deposits :-

- i) Advance can be granted/sanctioned to any person at 1% above the deposit rate with a margin of 5-10% of the deposit.
- ii) In case of Demand Loan/Overdraft against third party deposits, the interest will be charged at the commercial rate fixed by the Board of Directors from time to time.
- iii) Demand Loan to staff may be allowed at the rate allowed on the deposit of the staff at 5% margin.
- iv) Branch Managers and CEO/MD are authorised to sanction advances/demand loan/ overdraft against the deposits subject to postfacto approval of the Board in their next meeting.

b) Advances against N.S.C/KVPs :-

Advances against the security of the National Saving Certificates/Kisan Vikas Patra may be granted by the Branch Managers/CEO/MD after getting registered banks lien on the NSCs/ KVPs by the respective post offices.

Rate of Intt. Margin	Commercial 25-30%
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c) Advances against Life Insurance Policies :

- i) A Life Insurance Policy, as security, has many attractive features. Firstly it is not subject to market fluctuations in value. Secondly, the loan needs very little supervision and expense. Thirdly, the value of security steadily increases : the longer it is held, the higher will be its value.
- ii) The bank may sanction of loans to our members against the security of the Life Insurance Policies upto the 85% of its surrender value, without insisting any surety.

The Bank should, however, take certain safeguards and precautions before accepting the insurance policies as security for advances as under :

- (a) There are certain policies which cannot be legally assigned and should not be accepted as security by the Banker, for example life policies taken under Section 6 of the married Women's property Act 1874 which constitute a trust in favour of the wife and children are not assignable and hence are not considered as good security.
- (b) The Life Insurance Policies which are operative for less than 8 years should not be generally accepted, because such policies lapse in case of default in payment of premia.
- (c) A policy already assigned by the insured in the name of wife/minors should not be accepted.
- (d) The Bank should prefer endowment policies to whole life policies as there is a definite maturity date in the case of endowment policies.
- (e) If the policies offered as security are in the names of persons other than the borrower, the bank should ensure that the borrower has an insurable interest in the life of the assured. Insurable interest is presumed in cases where policies are taken by the husband in the name of his wife or vice versa.
- (f) The Bank should ensure that the policies are kept alive and the premia are paid regularly by the assured.
- (g) The borrower should be advised to produce last premium receipt.
- (h) Age of the insured should have been admitted either on the policy or by a separate letter by the Life Insurance Corporation of India, as otherwise complications might arise in the event of maturity of the policy or death of the assured.
- (i) After preliminary scrutiny of the life policy offered as security, the borrower should be advised to produce a letter from the Life Insurance Corporation of India indicating the surrender value of the concerned policy.
- (j) The Bank should also obtain a declaration from the borrower that the policy is free of charge and that no charge would be created thereon as long as he is indebted to the Bank. He should also declare that he would pay future premia regularly and would not allow the policy to lapse as a measure of precaution, the Bank may obtain an authority letter from the borrower to pay the premia by debit to his loan account if not paid by the borrower before due date.
- (k) An absolute assignment in favour of the Bank duly witnessed should be obtained in a prescribed form. If the policy is in joint names, all concerned should be made of parties to the assignment. The assignment shall normally be made on the insurance policy itself. The insurance policy should then be sent to the Life Insurance Corporation of India for registration of the assignment in its

books along with the notice signed by the borrower to the Corporation to the effect that the policy has been assigned in favour of the Bank for valuable consideration. While forwarding the policy and the borrower's notice of assignment the Corporation should once again be requested.

- (i) To give the latest surrender value indicating cash bonus
- (ii) To confirm that the assignment of the policy is registered
- (iii) To confirm that the premium has been paid upto date and
- (iv) To confirm that no duplicate policy has been issued in lieu of the one in question.

Advances against life insurance policies are generally granted by way of demand loan/Overdraft.

- (l) During the currency of the loan the bank should satisfy itself that the premia are paid regularly. The bank should maintain a due date diary to watch the payment of premia by the borrower. It should call for premium receipts at least once a year for verification of payment and return the same to the borrower.
- (m) The particulars of policies offered as security should be noted carefully in the securities register. The policies should be kept in envelopes duly sealed, in the custody of a responsible official.
- (n) The Insurance Policy should be released only on repayment of debt by the borrower. Before releasing the securities the bank should reassign the policies in the name of the borrower and advise the insurance company that it has not interest in the policy.
- (o) If the policy matures before the debt is cleared the bank should forward the policy and other required documents to the Corporation and receive the insurance money. Any surplus left after adjusting the loan account should be paid to the borrower. However, before making such payment the bank should make sure that there are no outstanding liabilities to the bank and that the bank has received notice of a second charge.

d) Unsecured Advances

Unsecured advances shall include clean overdrafts, loans against personal security, clean bills or Multani hundies purchased or discounted, cheques purchased and drawals allowed against cheques sent for collection but shall exclude:

- i) advances backed by guarantee of the central or state governments, public sector financial institutions, banks and Deposit Insurance & Credit Guarantee Corporation;
- ii) advances against supply bills drawn on the central or state governments or state owned undertakings which are accompanied by duly authorised inspection notes or receipted challans;
- iii) advances against trust receipts;

- iv) advances against inland D/A bills drawn under letters of credit;
- v) advances against inland D/A bills (even where such bills are not drawn under letters of credit) having a usance of not exceeding 90 days;
- vi) advances granted to salaried employees against personal security, provided that the Co-operative Societies Act of the State concerned contains an obligatory provision for deduction of periodical loan instalments by the employer out of the employee's salary / wages to meet the bank's claims and provided further that the bank has taken advantages of this provision in respect of each of such advances;
- vii) advances against supply bills drawn on private parties of repute and receipted challans of public limited companies and concerns of repute and not outstanding for more than 90 days;
- viii) advances against book debts which are not outstanding for more than 90 days;
- ix) cheques issued by governments, public corporation and local self governing institutions;
- x) advances in the form of packing credit for exports;
- xi) demand drafts purchased;
- xii) the secured portion of a partly secured advances, and
- xiii) advances against legal assignment of contract moneys due, or to become due.

Maximum Credit Limit Rs.5,00,000/-

Repayment Period 50 months

Surety At least two members of the bank of equal status who has a good and satisfactory record.

Rate of Interest Rate of interest applicable will be as fixed by the Board/RBI from time to time.

Terms

- i. For Govt. employees 10 times of average monthly net salary subject to maximum limit fixed by Board/RBI.
- ii. for Businessman 8 times of average monthly income from ITR and for others Rs.50,000/- to Rs.1,00,000/- who do not file Income Tax Return have to submit affidavit indicating income or salary certificate on not taxable income.
- ii. Income will be determined either by salary certificate/ Income Tax Return or by Affidavit in respect of Non-Taxable Income.

- Purpose
- i. For self, son, daughter, brother/sister marriage.
 - ii. For family functions and ceremonies.
 - iii. For Medical treatment for self, spouse children and dependant parents on the recommendation of a qualified Medical practioner
 - v. for higher education of dependants
 - v. Construction / Additional construction of House.
 - /i. For business purpose
 - ii. For Repair & alteration of the House

e) Secured Loans (Individuals) :-

Housing Loans

Eligible Category of Borrowers

Bank may grant loans to the following categories of borrowers:

- (i) Individuals and co-operative / group housing societies.
- (ii) Housing boards undertaking housing projects or schemes for economically weaker sections (EWS), low income groups (LIG) and middle income groups (MIG).
- (iii) Owners of houses / flats for extension and up-gradation, including major repairs.

Eligible Housing Schemes

The borrowers in the above categories will be eligible for finance for the following types of housing schemes:

- (i) Construction / purchase of houses / flats / plots for housing by individuals
- (ii) Repairs, alterations and additions to houses / flats by individuals
- (iii) Schemes for housing and hostels for scheduled castes and scheduled tribes
- (iv) Under slum clearance schemes - directly to the slum dwellers on the guarantee of the Government, or indirectly through Statutory Boards established for this purpose
- (v) Education, health, social, cultural or other institutions / centres which are part of a housing project and considered necessary for the development of settlements or townships
- (vi) Shopping centres, markets and such other centres catering to the day to day needs of the residents of the housing colonies and forming part of a housing project

Maximum Limit

Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only)
(Subject to repayment capacity of the borrower)

Period of repayment and margin:

Housing Loan repayable within a maximum period of 20 years including moratorium or repayment holiday. The moratorium or repayment holiday may be granted

At the option of the beneficiary or till completion of constructions, or 18 month from the date of first installment of the loan whichever is earlier.

The installments should be fixed on a realistic bases taking into account the repaying capacity of the borrower. For this purpose, the outgo on account of housing loan repayment (including principal and interest) should not normally exceed 50 percent of the borrower's income.

Rate of Intt.

Rate of interest applicable will be as fixed by the Board/RBI from time to time.

Surety

At least two members of the bank of equal status who has a good and satisfactory record.

Margin

30 % of the realizable value as certified by the Govt. approved valuer/Architect

Disbursement of loan

- (a) In case of acquisition of property the payment of the total balance amount of sale considerations will be made on behalf of the borrower by the bank through Account Payee Pay Order/Demand Draft/RTGS/NEFT in favour of seller directly at the time of execution of Sale Deed before the Sub-Registrar.
- (b) In other cases the loan amount shall be disbursed through Account Payee Pay Order by the Bank after being fully satisfied about the genuity of end use by the borrower in accordance with the purpose of loan/limit as stated/declared in the loan application.
- (c) In no circumstances loan amount shall be disbursed in cash.

Security

The Immovable property kept as security should be free from encumbrances for which bank should obtain encumbrance certificate for a period of twelve years after scrutiny of relevant records and legal opinion from the legal advisor certifying that the title of the property being good, clear and marketable of the scrutiny of relevant records. The report should be worded in clear and unambiguous term as to the validity of the deed and the legal competence of the borrower to create a mortgage .

Valuation should be done by professionally independent valuer approved by the Board of Directors.

Stamped declaration of ownership must be obtained from the borrower affirming that the property is free from and adverse claims and is not the subject matter of any litigation and

no notice has been received from the municipality, development authorities or any local authority for equitation, encroachment or repair and it is self acquired .

In case of equitable mortgage by deposit of title deeds, the bank should prepare a memorandum of deposit of title deeds by making an entry relating to the transaction of the bank. The memorandum to be recorded should only be a recital or record of the past fact of the deposit and creation of mortgage and should be signed by the person accepting the deposit of title deeds. The memorandum should not be executed by the borrower as any written memorandum taken from the borrower may require registration under the Indian Registration Act, 1908.

Bank shall file/register the current charges relating to all transactions with CERSAI.

Insurance:

The Bank should get the mortgaged building/flat/ insured against fire and other risks, such as, earthquake, riots, strike and civil commotion wherever necessary which must have bank clause.

The loan for construction of residential/commercial properties will be released in three stages after obtaining a certificate from registered Architect / contractor/ self declaration regarding progress of construction on each stage in the following manner.

- (i) 20% of the loan amount 1st stage i.e. upto laying the foundation
- (ii) 40% of the loan amount 2nd stage i.e. During constructions in installments.
- (iii) 40% of the loan amount 3rd stage i.e. after completion of structure for finishing activities and interiors.

Documentation:

Demand Promissory Note
Continuity Security Letter
Documents of title to property
Mortgage deed & Term Loan Agreement
Non-encumbrance Certificate
Valuation Report of the Property
Estimate for construction of house.
Letter of lien set-off
Memorandum of Deposits and Title deed (in the case of equitable mortgage)
Original Lease or Deeds (in case of Leasehold property)
Legal Opinion
Undertaking from the borrower to pay rent, taxes, insurance premium etc.,
Letter of Guarantees from the individual and guarantors

Registeres

Advance Register
Insurance Register
Property Register
Documentation Register
Inspection Register

f) Loan against Vehicle:

Maximum Limit	maximum 90% of ex-showroom price.
Period of repayment	Maximum 8 years.
Rate of Intt.	Rate of interest applicable will be as fixed by the Board/RBI from time to time
Sureties	Two sureties of equal status among the members of the bank.
Margin	minimum 10% of ex-showroom price
MCL	a) The applicant must be income tax assessee for atleast two years. b) 20 Times of monthly income and 50 Times of projected income on commercial vehicle.

Security

Payment must be paid by payees account Pay Order/Demand Draft/RTGS/NEFT in favour of the dealer directly and receipt / invoice be obtained. The Bank's lien should be got recorded with the R.T.O. as well as in the registration book The copy of the original registration book should be verified by the official of the bank that the bank's charge has been recorded by the R.T.O. and makes such remarks in the relevant file

Insurance

The Vehicle should be comprehensively insured and the policy should be assigned in favour of the bank. The policy shall be renewed on or before the date of expiry by the borrower or by bank if the borrower fails to submit the copy of the renewed insurance policy.

In case of an accident, the borrower should undertake to inform the bank, the insurance company and the police about details of accident and the extent of the damage caused to the Vehicle.

Notes:

The payment be made by Pay Order/Demand Draft/RTGS/NEFT directly to the dealer/manufacturer of vehicle.

Registration on Vahan Portal

The Janata Co-operative Bank Ltd. has been integrated with Vahan for online share of Hypothecation of Termination (HPT) data for registration and auto termination of HP and banks name is appearing on the drop down list for Hypothecation Agreement (HPA).

The Vehicle should be inspected by the Official of the bank once in a year and the inspection report be kept in the record.

The Bank should obtained Form No. 20, 29, 30,34 and 35 issued by the Regional Transport Authority in duplicate duly executed by the borrower.

Documents:

Demand promissory note
Hypothecation deed
Letter of lien set-off
Registration certificate with bank's lien
Insurance policy with bank clause
Blank forms as mentioned above
Letter of Guarantee from the sureties as well as the borrower.

Books, Register, etc.

Advances register
Inspection Register
Valuation Report
Document Register

g) Secured Term Loan to individual/Firms/companies against hypothecation of Machinery.

Maximum Limit	Prudential exposure limit fixed by the Bank for Individual/group of connected borrowers.
Maximum Repayment Period	120 months
Rate of Interest	Rate of interest applicable will be as fixed by the Board/RBI from time to time
Sureties	Two sureties of equal status among the existing members of the bank.
Margin	20% to 30% of invoice value and 30% of the realizable value of the immovable property offered as collateral security

Security

Offered.

Hypothecation of Machinery and Collateral Security of immovable property.

Term loan should be disbursed generally by Pay Order or Demand Draft/RTGS/NEFT directly to the supplier on the basis of invoices so as to ensure end-use of funds. Proper stamp receipt should be obtained and kept in record.

Amount of invoices should be compared with that of the estimate given earlier. Item of Machinery or other fixed assets actually received at the site of the unit should be as per the list of items mentioned in the invoice.

The Immovable property kept as security should be free from encumbrances for which bank should obtain encumbrance certificate for a period of twelve years after scrutiny of relevant records and legal opinion from the legal advisor certifying that the title of the property being good, clear and marketable of the scrutiny of relevant records. The report should be worded in clear and unambiguous term as to the validity of the deed and the legal competence of the borrower to create a mortgage and charge be created with CERSAI.

Valuation should be done by professionally independent valuer approved by the Board of Directors.

Stamped declaration of ownership must be obtained from the borrower affirming that the property is free from and adverse claims and is not the subject matter of any litigation and no notice has been received from the municipality, development authorities or any local authority for equitation, encroachment or repair and it is self acquired .

In case of equitable mortgage by deposit of title deeds, the bank should prepare a memorandum of deposit of title deeds by making an entry relating to the transaction of the bank. The memorandum to be recorded should only be a recital or record of the past fact of the deposit and creation of mortgage and should be signed by the person accepting the deposit of title deeds. The memorandum should not be executed by the borrower as any written memorandum taken from the borrower may require registration under the Indian Registration Act, 1908. Charge be credited with CERSAI.

After disbursement of terms loan post sanctioned inspection should be conducted in ensuring the end-use of satisfactory installation of machinery and working condition thereof.

Inspection of plant and machinery, land and building and other assets should be done periodically once in a year.

The end-use of fund should monitored continuously.

Insurance:

The Bank should get the hypothecated machinery and the mortgaged building insured against fire and other risks, such as, earthquake, riots, strike and civil commotion wherever necessary which must have bank class.

Documentation:

Demand Promissory Note
Continuity Security Letter
Letter of lien & set-off
Documents of title to property
Hypothecation Agreement/Mortgage deed
Non-encumbrance Certificate
Valuation Report of the Property
Valuation Report/Invoice of Plant and Machinery
Memorandum of Deposits and Title deed (in the case of equitable mortgage)
Original Lease or Deeds (in case of Leasehold property)
Legal Opinion
Undertaking from the borrower to pay rent, taxes, insurance premium etc.,
Letter of Guarantees from the individual, proprietor, partners, directors and guarantors

Registers

Advance Register
Insurance Register
Property Register
Documentation Register
Inspection Register

h) Cash Credit Limit/Working Capital loan against hypothecation of Goods and Book Debts:

A Cash Credit Limit should be granted to the proprietary concern, partnership firm, company or any other body corporate constituted under law for the time being except co-operative society registered under the Co-operative Societies Act.

i. Working Capital Requirements

- (i) The assessment of working capital requirement of borrowers, requiring fund based working capital limits upto maximum limit fixed by the Board may be made on the basis of their projected annual turnover.
1. In accordance with these guidelines, the working capital requirement is to be assessed at 25% of the projected turnover to be shared between the borrower and the bank, viz. borrower contributing 5% of the turnover as net working capital (NWC) and bank providing finance at a minimum of 20% of the turnover. Projected turnover may be interpreted as 'Gross Sales' including excise duty.
 2. The bank may, at their discretion, carry out the assessment based on projected turnover basis or the traditional method. If the credit requirement based on traditional production / processing cycle is higher than the one assessed on

projected turnover basis, the same may be sanctioned, as borrower must be financed up to the extent of minimum 20 per cent of their projected annual turnover. The projected annual turnover would be estimated on the basis of annual statements of accounts or other documents such as returns filed with sales-tax / revenue authorities. Actual drawals may be allowed on the basis of drawing power to be determined by the bank after excluding unpaid stocks.

- (iv) Drawals against the limits should be allowed against the usual safeguards including drawing power and it is to be ensured that the same are used for the purpose intended. Bank will have to ensure regular and timely submission of monthly statements of stocks, receivables, etc., by the borrowers and also periodical verification of such statements vis-a-vis physical stocks by their officials.
- (v) Borrowers availing Cash Credit /Overdraft facilities can convert the Cash Credit / Overdraft in term loan with the approval of the Board.

ii. **No Objection Certificate:**

The bank should not finance a borrower already availing credit facility from another bank without obtaining a 'No Objection Certificate' from the existing financing bank.

iii. **Maximum Credit Limit:**

The bank should consider the MCL based on commercial judgement and other prudential business within the exposure norms fixed by the Board of Directors of the Bank i.e. maximum upto Rs.210.00 Lacs in case of single borrower/party and Rs.360.00 Lacs in case of connected group of borrowers/parties.

Rate of Intt.

Rate of interest applicable will be as fixed by the Board/RBI from time to time

Margin

Stock-30% Book Debts-40%

Surety

At least two members of the bank of equal status who has a good and satisfactory record.

Security:

Hypothecation of Goods/Book Debts and additional collateral security of immovable property.

Valuation:

The Bank should carefully ascertain the value of goods hypothecated wherever possible. The value for a particular variety and the price as recorded in the books of the borrower with reference to invoices may be accepted. The stocks should be valued at cost price or market price whichever is lower.

Valuation should be done by professionally independent valuer approved by the Board of Directors.

In case of equitable mortgage by deposit of title deeds, the bank should prepare a memorandum of deposit of title deeds by making an entry relating to the transaction of the bank. The memorandum to be recorded should only be a recital or record of the past fact of the deposit and creation of mortgage and should be signed by the person accepting the deposit of title deeds. The memorandum should not be executed by the

borrower as any written memorandum taken from the borrower may require registration under the Indian Registration Act, 1908. Charge be created with CERSAI.

Creation of charge with CERSAI

Bank should obtain/ascertain from the record of the CERSAI that property to be kept as security has not been already mortgaged by the borrower to any financial institution/bank and bank should create a charge with CERSAI immediately after disbursement of the credit facility.

Non Encumbrance Certificate:

The Immovable property kept as security should be free from encumbrances for which bank should obtain encumbrance certificate for a period of twelve years after scrutiny of relevant records and legal opinion from the legal advisor certifying that the title of the property being good, clear and marketable of the scrutiny of relevant records. The report should be worded in clear and unambiguous term as to the validity of the deed and the legal competence of the borrower to create a mortgage .

Stamped declaration of ownership must be obtained from the borrower affirming that the property is free from and adverse claims and is not the subject matter of any litigation and no notice has been received from the municipality, development authorities or any local authority for equitation, encroachment or repair and it is self acquired .

Insurance:

The Bank should get the mortgaged building/flat/ insured against fire and other risks, such as, earthquake, riots, strike and civil commotion wherever necessary which must have bank clause.

Age of Book Debts:

Bank should not accept the debts which are more than 90 days old for the purpose of calculating drawing power, debts relating to goods returned should be excluded.

Companies Charge

In case of limited companies charge on goods/book debts hypothecated to the Bank should be registered with the Registrar of Companies and that there are no subsisting prior charges

Bank's name Board

The Bank's name Board should be displayed prominently on the premises to serve as a notice to the public about the bank's charge on stock.

Stock Statement

The borrower should be directed to submit stock statements on monthly basis showing the purchases and sales during the period to which the statement relates showing the quantity, rate and value of stock at the end of the period. Such statement should be

carefully scrutinize to assess the market value/cost price and the receipt of such statement should be recorded in a Register and should be filled separately in chronological order, If the borrower fails to submit such statement he should be reminded and if necessary his further debit operation be suspended till stock statement is received.

INSPECTION OF STOCK/BOOK DEBTS:

Atleast once a year inspection of Stock of goods/Book Debts and other securities should be conducted by Officer from Branches/controlling offices. Observations of the visiting officer and compliance thereof should necessary find place in the every renewal/enhancement proposal of the borrower.

It should be ensured that quality and quantity of the stock are correct and in accordance with the entries in the record and the stock shown do not include damage/unsalable/obsolete/old goods. While inspecting the Book Debts, age wise and value wise valuation of debtors, reason for non-payment of old debts if any and verification of debtors with records, should be done.

The inspecting officer should verify whether rates given are based on cost price/market rate/invoice value less rebate/discount whichever is lessor.

The Goods should be adequately covered by insurance against fire and other necessary risk. The Officer should enquire whether all premia of insurance policies must have been paid and the policies are enforce.

The Immovable property kept as collateral security should be free from encumbrances, for which bank should obtain encumbrance certificate for a period of twelve years and also scrutiny and legal opinion from the legal advisor certifying that the title of the property being good, clear and marketable after scrutiny of relevant records. The report should be worded in clear and unambiguous term as to the validity of the deed and the legal competence of the borrower to create a mortgage .

Valuation should be done by professionally independent valuer approved by the Board of Directors.

A stamped declaration of ownership must be obtained from the borrower affirming that the property is free from and adverse claims and is not the subject matter of any litigation and no notice has been received from the municipality, development authorities or any local authority for equitation, encroachment or repair and it is self acquired .

In case of equitable mortgage by deposit of title deeds, the bank should prepare a memorandum of deposit of title deeds by making an entry relating to the transaction of the bank. The memorandum to be recorded should only be a recital or record of the past fact of the deposit and creation of mortgage and should be signed by the person accepting the deposit of title deeds.

The control returns received from the branches should be scrutinized thoroughly and time remedial steps should be initiated without fail. Any irregularity in the borrower

accounts like exceeding of sanctioned limit/drawing power, dishonour of cheque, non-submission of statement/return etc should be dealt with promptly with proper follow up.

Documentation:

Demand Promissory Note
Continuity Security Letter
Letter of Lien and set-off
Documents of title to property
Hypothecation Agreement/Mortgage deed
Declaration of ownership of goods and prior encumbrances
Non-encumbrance Certificate
Valuation Report of the Property
Memorandum of Deposits and Title deed (in the case of equitable mortgage)
Original Lease or Deeds (in case of Leasehold property)
Legal Opinion
Undertaking from the borrower to pay rent, taxes, insurance premium etc.,
Letter of Guarantees from the individual, proprietor, partners, directors and guarantors
Letter of authority to pay debts directly to the Bank
Undertaking to submit Invoices in duplicate (in respect of future debts)

Books & Registers

Hypothecation Register
Drawing Power Register
Market Price Register
Balance confirmation Register
Insurance Register
Monthly statement of Book Debts with age wise classification
Monthly stock statement Register
Property Register
Documentation Register
Inspection Register

i) Term Loan/Overdraft Facilities/business loan Against Immovable Property

i) Eligibility :-

- (a) Borrower should be a regular Member/Associate Member of the Bank and should be a resident of National Capital Territory of Delhi.
- (b) Borrower should be suitably employed or having own business activities in National Capital Territory of Delhi.
- (c) Borrower should be mentally and physically sound in health and should enjoy good credibility and have sufficient means to repay the loan/overdraft amount.

ii. Purposes :-

- (a) To acquire Additions and alterations/construction of residential/commercial property in an authorized area ;
- (b) For enhancement of business activities;
- (c) For Higher Education of Children/Sister/Brother in reputed preformed/technical institutions in India lawfully established and recognized by the Government.
- (d) And for such purposes not specifically restricted by the RBI.

iii) Conditions :-

- (a) Loan/Limit can be considered for sanction against the property/properties which are having clear marketable title either in the name of the borrower, spouse, parents singly or jointly;
- (b) The property under consideration should be located in the Government approved areas.
- (c) No Term Loan, OD Limit shall be granted against collateral security of property which has been located in non approved areas of the National Capital Territory of Delhi and where interest of minor is involved.
- (d) Loan/Limit facility shall not be granted against mortgage of agriculture land;
- (e) For salaried persons the applicant should either be employed in Government/Semi Government Departments or employed in reputed national/multinational private companies/firms where he has completed at least five years of continuous regular service and preferably having Income Tax Return for the last three years.
- (f) Self employed/business persons should be engaged in a profession or the business for a minimum period of three years which will be judged on the basis of Income Tax Return with details of income computation for the last three years.
- (g) Preference will be given to the existing borrower who had been regular good pay master in repayment of earlier loan;
- (h) Members availing loans for the first time from the bank would be required to submit their Current/Savings Bank Account Statement from the Bank they are currently dealing with.
- (i) A statement duly authenticated by authorized signatories would be required for the previous loan if availed of from his/her earlier lending financial institution.
- (j) The OD limit/term loan shall be considered on furnishing two sureties of equal status.
- (k) No Term Loan/OD against collateral security of property which has been bought on special/general Power of Attorney shall be considered.

- (l) In case of new business/project proposal of the bank will decide about the sanction of loan/limit after studying the viability of the projected proposal.
- (m) In no case loan/limit can be granted for un-productive and speculative purpose such as trading in shares/securities, lotteries and/or for booking of shares in future projects of companies.
- (n) An undertaking/declaration be obtained from the borrower that he/she is not availing credit facility from any other bank/financial institution.

iv) Limit

The maximum limit of loan/limit will be decided by the lowest amount of the following options :

- (a) Upto a maximum exposure fixed by the Board of Directors of the Bank in accordance with the directives issued by Reserve Bank of India from time to time to a single borrower/party and group of connected borrowers/parties taking into account the repaying capacity of the borrower.
- (b) Term Loan/Overdraft facilities against immovable property shall be granted upto 60 - 70% of the realizable value of the property duly certified by the registered valuer or circle rate of the area which ever is higher.
- (c) EMI should not preferably exceed to 50% of the applicant's net income.
- (d) Clubbing of stable and regular family income can be considered in specified cases.

Disbursement of loan

- (e) In case of acquisition of property the payment of the total balance amount of sale considerations will be made on behalf of the borrower by the bank through Account Payee Pay Order/Demand Draft/RTGS/NEFT in favour of seller directly at the time of execution of Sale Deed before the Sub-Registrar.
- (f) In other cases the loan amount shall be disbursed through Account Payee Pay Order by the Bank after being fully satisfied about the genuinely of end use by the borrower in accordance with the purpose of loan/limit as stated/declared in the loan application.
- (g) In no circumstances loan amount shall be disbursed in cash.

v) End Use of Loan

- (a) After disbursement of loan amount, the concerned branch Managers/Incharge will obtain a certificate from the borrower that he has duly utilized the loan amount for the purpose of stated/declared in the loan application.

- (b) The concerned Branch Manager/Incharge will certify that the loan amount has fully been utilized for the given purpose after inspection carried out relevant assets/documents.
- (c) The Branch Manager/Incharge shall be responsible for maintaining a proper record of completion/compliance of post loan disbursement formalities in a property prescribed register for monitoring.

vi) Time Limit for repayment of Loan

- (a) The borrower will be allowed maximum 180 monthly installments for repayment of Term Loans including moratorium or repayment holiday.
 - (i) The moratorium or repayment holiday may be granted at the option of the beneficiary till completion of construction, or 18 month from the date of disbursement of first installment of the loan whichever is earlier.
 - (ii) The installments should be fixed on a realistic bases taking into account the repaying capacity of the borrower.
- (b) The loan for construction of residential/commercial properties will be released in three stages after obtaining a certificate from registered Architect / contractor/ self declaration regarding progress of construction on each stage in the following manner.
 - (i) 20% of the loan amount 1st stage i.e. upto laying the foundation
 - (ii) 40% of the loan amount 2nd stage i.e. During constructions in installments.
 - (iii) 40% of the loan amount 3rd stage i.e. after completion of structure for finishing activities and interiors.
- (c) The OD limit will be allowed for an initial period of one year and further renewal will be subjected to satisfactory operations, matching turnover and conduct of the account to the satisfaction of the Bank/RBI.

vii) Rate of Interest

The rate of interest will be charged at monthly rests at the rate prevalent at the time of sanction of the limit/loan which will be subject to change by Bank from time to time.

viii) Security

- (a) The OD Limit/Term Loan will be allowed against registered/equitable mortgage of the property of the borrower singly or jointly in names of the family members. In the case of joint property, a registered partition deed duly executed earmarking clearly demarcated/separated/divided portion of each share of the property of each co owner shall be submitted alongwith the papers of the mortgaged property.
 - (i) The property papers should be mortgaged in favour of the Bank.
 - (ii) Two sureties of equal/better financial status will have to be furnished by the borrower.
 - (iii) Charge be created with CERSAI.
 - (iv) Preference will be given to sureties who are Government servants.

- (v) All the original papers alongwith the chain of title deeds, if any, related to the property will be kept in the custody of the Bank.
- (vi) If Bank feels the necessity of additional surety to safeguard its interest then the applicant may be asked to furnish an additional surety of son/spouse.
- (vii) Clear, free and unrestricted marketable title report and non-encumbrance certificate from the advocate. A valuation report from the government approved valuer be obtained which should clearly mentioned its sale/reliable circle value in his opinion and also the status of its occupancy/possession of the property.
- (viii) In case of construction of the building, the applicant has to give an undertaking that he/she will submit to the bank the insurance risk cover under construction risk category with name of the bank as joint insurer. The construction risk cover has to be submitted to the bank before the start of construction work. After the construction work of the building is completed the said insurance risk of the building be got converted against the fire, special perils, earthquake, terrorism and flood, lighting etc. with bank's clause.
- (ix) The cost of obtaining the clear marketable title verification, non encumbrance certificate valuation report, preparation of mortgage deed and insurance cover of the building will have to be borne by the applicant.
- (x) Latest salary certificate of the borrower/sureties in case the applicant and the sureties are in service may/will be verified by the bank official from the employer. A Balance Sheet/Profit & Loss Account/Trading Account for the last three years giving date and head-wise details of Sundry Debtors and Sundry Creditors outstanding for more than 90 days duly audited by the Chartered Accountant with the registration and telephone Number of CA Firm be submitted by the businessman applicant.
- (xi) If the applicant is businessman he has to submit Income Tax Return, GST Return for last 3 years.
- (xii) Photo copy of the PAN of the applicant is required in all cases.
- (xiii) In case of construction of the building a copy of the approved plan by competent authority alongwith complete construction estimate is to be submitted by the applicant.
- (xiv) A copy of the Agreement, if any, between the applicant and Architect/Contractor is to be submitted to the Bank in case of turn key project.

(b) Documents to be obtained from intending borrower

- (i) A report stating nature of business working project report with cash inflow and outflow alongwith the margin money is to be submitted.
- (ii) NOC from other banks where the applicant has his account should be submitted to the Bank.
- (iii) No Dues Certificate as regards government liabilities/dues/payments is to be submitted by the borrower.
- (iv) A certificate along with proof of utilization of loan by the borrower/applicant is to be submitted to the Bank that he has fully utilized the loan/limit amount for the purpose stated/declared in the request application.
- (v) Copy of latest House Tax assessment receipt is to be submitted by the applicant if it is already build up house and intended to be mortgaged with the Bank.

- (vi) A copy of the last paid electricity/water bills in respect of the building intended be mortgaged with the Bank are required to be submitted.
- (vii) A copy of the Voter I-Card, Adhar Card of the applicant should be submitted to the Bank.
- (viii) An undertaking from the borrower authorizing the Bank to debit charges for insurance cover of residential/business properties, inspection and visits by Bank officials to the business premises to his/her account maintained in the bank without any prior notice/intimation to the borrower in the event of non submission and non compliance of bank requirements in time.
- (ix) A Declaration/undertaking should be taken from the borrower that the funds will be utilized for the purpose applied for and had not taken credit facility from any other financial institution's and bank's.
- (x) **In case of Proprietorship concern :**
 - (a) declaration of proprietorship
 - (b) Passport/PAN Card/Voter I Card/Driving Licence/Adhar Card
 - (c) Telephone Bill, Bank Account Statement, Electricity Bill
- (xi) **In case of Partnership firm borrowers :**
 - (a) Partnership firms registration certificate, if registered
 - (b) Partnership deed
 - (c) Power of Attorney granted to partner or employee of the firm to transact business on its behalf
 - (d) Any officially valid documents identifying the partners and the persons holding the Power of Attorney and their address.
 - (e) Telephone bill in the name of the firm/partners
 - (f) All the partners should be the regular member of the bank and firm should be associate member of the bank.
- (xii) **In case of Companies borrowers**
 - (a) Certificate of Incorporation, Memorandum and Articles of Association
 - (b) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account.
 - (c) Power of Attorney granted to its managers, officers or employees to transact the business on its behalf.
 - (d) Charge to be created after the disbursement of OD/Term Loan with the Registrar of Companies.
 - (e) All the Directors should be the regular member of the Bank and company should be associate member of the bank.
- (c) **Documents to be executed by the Borrower with the Bank**
 - (i) Demand Promissory Note
 - (ii) Continuity Security Letter
 - (iii) Documents of title of property with complete chain
 - (iv) Mortgage Deed & Term Loan Agreement
 - (v) Non-encumbrance Certificate
 - (vi) Valuation Report of the Property
 - (vii) Estimate for construction of house
 - (viii) Letter of Lien set-off

- (ix) Memorandum of Deposits and Title Deed (in the case of equitable mortgage)
- (x) Original Lease or Deeds (in case of Leasehold property)
- (xi) Legal Opinion
- (xii) Undertaking from the borrower to pay rent, taxes, insurances premium etc.,
- (xiii) Letter of Guarantees from the individual and guarantors
- (xiv) An affidavit from the borrower containing debt acknowledgement, Non-encumbrance declaration, consent and delivery and mortgaging the property to the Bank.
- (xv) Affidavit cum Undertaking by the borrower that the construction/modification has been/will be undertaken strictly in accordance with the plans sanctioned by the Competent Authorities.

j) Educational Loan

ii. Objective & purposes

The education loan scheme aims at providing financial support from the bank to the deserving/meritorious students for pursuing higher education in India and Abroad. The main emphasis is that every meritorious student is provided with an opportunity to pursue education with the financial support on affordable terms and conditions.

- (a) Expenses considered for loan
- (b) Fee payable to College/school/hostel.
- (c) Examination /Library/Laboratory fee.
- (d) Purchase of Books/Equipments/Instruments/Uniform.
- (e) Caution deposit/building fund/refundable deposit supported by institution bill & receipts.
- (f) Travel expenses/passage money for studies in abroad.
- (g) Purchase of computer/laptop essential for completion of course.
- (h) Any other expenses required to complete the course like study tour, project work, thesis etc.
- (i) As per brochure /demand and letter from the Institution.

iii. Eligibility criteria

i. Student Eligibility

- (i) Should be member of the bank.
- (ii) Student should have secured admission to the higher education courses in recognised universities/institutions in India and Abroad after completion of higher secondary courses (10 + 2 or equivalent).
- (iii) Good Academic carrier.
- (iv) The student should not have outstanding education loan from any other institution.
- (v) Father/Mother should be co-borrower & should also be members of the bank.

(b) Eligible Courses

Approved courses leading to graduate/post graduate degree and Post Graduate Diplomas conducted by recognised colleges/ universities in India and Abroad.

iii) Quantum of Finance

(a) Need based finance subject to earning potential of student on completion of the course with following ceilings.

- (i) Studies in India - Maximum Limit is Rs.20.00 Lakhs
- (ii) Studies in Abroad - Maximum Limit is Rs.30.00 Lakhs

ii. Margin

- (i) Studies in India - 5%
- (ii) Studies in Abroad - 10%

iv) Security

The security should be in the form of land/building/Public Sector Bonds/National Saving Certificates/Life Insurance Policies/Banks own term deposits etc. in the name of the student/parents/guardian/guarantors with suitable margin.

v) Sureties

Minimum two sureties from the bonafide members of the bank.

vi) Rate of interest

- (i) Studies in India : As decided by the board from time to time.
- (ii) Studies in Abroad : As decided by the board from time to time.

vii) Repayment

- (i) Repayment period - 10 years after commencement of repayment
- (ii) Repayment Holiday/Moratorium - Course Period + one year
- (iii) or the co-borrower/guardian has the option to repay the principal alongwith interest on regular basis.

viii) Disbursement

The Interest accrued during the Moratorium period shall be added to the principal and shall be repayable alongwith principal or the same may be repaid as and when due at the option of the borrower.

ix) Other Conditions

Loan shall be disbursed in stages as per requirement/demand, directly to the Institution/vendors of the books/equipments/ instruments to the extent possible

The loan shall be disbursed in joint name of the student and father/mother. The borrower Undertake to execute borrower's consent note on getting gainful employment authorising the prospective employer to remit to the bank the amount of monthly installment of loan or any other sum of money as and when demanded by the bank, by debiting to his/her salary. The borrower has to undertake that he/she will intimate any change of his/her address to the bank immediately. The borrower should also undertake that he/she shall inform the bank about the completion of course of studies and securing employment immediately.

x) Charge

Charges be credited with CERSAI.

xi) Bank charges

Bank charges shall be charged as per bank's policy on service charges.

k) Bank Guarantee

i. Purpose :

Banks may issue only financial guarantees and not performance guarantees,

ii. Maturity :

Guarantees should be for relatively short time maturities and should not, in any case, be issued for periods exceeding ten years.

iii. Volume :

The total volume of guarantee obligations outstanding at any time may not exceed 10% of the total owned resources of the bank, comprising paid up capital, reserves and deposits, Within the overall ceiling, proportion of unsecured guarantees outstanding at any time may be limited to an amount equivalent to 25% of the owned funds (paid-up capital + reserves) of the bank or 25% of the total amount of guarantees obligations whichever is less.

iv. Secured Guarantees

Banks should preferably issue secured guarantees. A secured guarantee means a guarantee made on the security of assets (including cash margin), the market value of which will not at any time be less than the amount of the contingent liability on the guarantee, or a guarantee fully covered by counter guarantee/s of the Central Government, State Governments, public sector financial institutions and / or insurance companies.

v. Unsecured Guarantees

The bank is not allowed to issue unsecured guarantees.

vi. Deferred Guarantees

(i) The bank should generally provide deferred payment guarantees backed by adequate tangible securities or by counter guarantees of the Central or the State Govt. or Public Sector Financial Institutions or Insurances companies and other banks.

(ii) Banks, which intend to issue deferred payment guarantees on behalf of their borrowers for acquisition of capital assets should ensure that the total credit facilities including the proposed deferred payment guarantees do not exceed the prescribed exposure ceilings

(iii) The proposals for deferred payment guarantees should be examined having regard to the profitability / cash flows of the project to ensure that sufficient surpluses are generated by the borrowing unit to meet the commitments as a bank has to meet the liability at regular intervals in respect of the instalments due. The criteria generally

followed for appraising a term loan proposal for acquisition of capital assets should also be applied while issuing deferred payment guarantees.

vii. **Safeguards in Issuance of Guarantees**

While issuing financial guarantees, banks should observe the following safeguards :

- (a) Bank guarantees should be issued in security forms serially numbered to prevent issuance of fake guarantees.
- (b) Guarantees above a particular cut off point, as may be decided by each bank, should be issued under two signatures in triplicate, one copy each for the branch, beneficiary and Controlling Office / Head Office. It should be binding on the part of the beneficiary to seek confirmation of the Controlling Office / Head Office as well for which a specific stipulation be incorporated in the guarantee itself.
- (c) The guarantees should not normally be allowed to the customers who do not enjoy credit facilities with the banks but only maintain current accounts. If any requests are received from such customers, the banks should subject the proposals to thorough scrutiny and satisfy themselves about the genuine need of the customers. Banks should be satisfied that the customers would be in a position to meet the claims under the guarantees, when received, and not approach the bank for credit facility in this regard. For this purpose the banks should enquire into the financial position of the customers, the source of funds from which they would be in a position to meet the liability and prescribe a suitable margin and obtain other security, as necessary. The banks may also call for the detailed financial statements and Wealth-tax / Income-tax returns of the customer to satisfy themselves of their financial status. The observations of the banks in respect of all these points should be recorded in banks' books.
- (d) Where the customers enjoy credit facilities with other banks, the reasons for their approaching the bank for extending the guarantees should be ascertained and invariably, a reference should be made to their existing bankers with whom they are enjoying credit facilities.
- (e) Banks, when approached to issue guarantees in favour of other banks for grant of credit facilities by another bank, should examine thoroughly the reasons for approaching another bank for grant of credit facilities and satisfy themselves of the need for doing so. This should be recorded in bank's books.

When it is considered necessary to issue such guarantees, the banks concerned should ensure that the relative guarantee document, beyond a stipulated amount, should not be signed singly but by two authorised officials jointly after obtaining proper sanction and authority and proper record of such guarantee issued being maintained. The credit proposals should be subjected to usual scrutiny by the lending bank ensuring that the proposals conform to the prescribed norms and guidelines and credit facilities are allowed only if the bank is satisfied about the merits of the proposal and the availability of another bank's guarantee should not result in a dilution of the standards of evaluation of the proposal and financial discipline in lending.

viii. Payment under Bank Guarantees - Immediate Settlement of Cases

- i. The bank should, honour bank guarantees issued by it promptly on their invocation as reluctance on their part to honour commitments in respect of invoked guarantees tend to bring the banking system into disrepute.

ix) Delay in Obtaining Certified Copies of Judgments

- (a) The Ministry of Finance has advised that some of the Departments such as Department of Revenue, Govt. of India, are finding it difficult to execute judgments delivered by various courts in their favour as banks do not honour their guarantees unless certified copies of the court judgments are made available to them.
- (b) Keeping in view these difficulties, banks may follow the following procedure:
 - (i) Where the bank is a party to the proceeding initiated by Government for enforcement of bank guarantee and the case is decided in favour of the Government by the Court, bank should not insist on production of certified copy of the judgment as the judgment order is pronounced in open court in the presence of the parties / their counsels and the judgment is known to the bank and a copy of the judgement is available on websites of the Courts.
 - (ii) In case the bank is not a party to the proceeding, a signed copy of the minutes of the order certified by the Registrar / Deputy or Assistant Registrar of the High Court duly attested to be true copy by Govt. Counsel should be sufficient for honouring the obligation under the guarantees unless the guarantor bank decides to file any appeal against the order of the High Court.

x) Correspondence with Government Departments

- (a) The Constitution of India states that all executive action relating to Union of India shall be, and shall be stated to be, in the name of President of India. However, the business of the Government of India is transacted through several ministries / departments and even though documents such as guarantees reflect the President of India as one of the parties, correspondence is not to be exchanged with the President of India but with concerned Government Ministry / Departments.
- (b) The banks should, therefore, ensure that any correspondence relating to guarantees furnished by the banks in the name of the President of India favouring the Government Departments should not be addressed to the President of India causing avoidable inconvenience to the President's Secretariat.

26. Handling of export documents

The Reserve Bank has advised the Urban Co-operative Banks, which are not authorized Dealers in foreign exchange, not to handle export documents, in respect of their constituents, particularly by giving an undertaking to the Authorized Dealers, to whom these documents have been sent for negotiation, authorizing them to debit their current account with them, in case of return of the relevant export bill. It is pointed out that to undertake business involving foreign exchange by banks, other than Authorized Dealers, is highly irregular and not permitted under the Foreign Exchange Regulations Act.

27. Targets for Priority Sector

The targets under priority sector lending would be linked to Adjusted Net Bank Credit (ANBC) (total loans and advance minus bills rediscounted with RBI and other approved Financial Institutions plus investments made after August 30, 2007 in non-SLR bonds under HTM category) or Credit Equivalent amount of Off-Balance Sheet Exposures (CEOBSE), whichever is higher, as on March 31 of the previous year. For the purpose of calculation of credit equivalent of off-balance sheet exposures, banks may use current exposure method. Inter-bank exposures including inter-bank off-balance sheet exposures will not be taken into account for the purpose of priority sector lending targets / sub-targets.

a) Total Priority Sector

75 percent of Adjusted Net Bank Credit (ANBC) or credit equivalent amount of Off-Balance Sheet Exposure (CEOBSE), whichever is higher

PSL targets to be achieved by			
31.03.2023	31.03.2024	31.03.2025	31.03.2026
Overall PSL Target	60% of ANBC or CEOBSE, whichever is higher	65% of ANBC or CEOBSE, whichever is higher	75% of ANBC or CEOBSE, whichever is higher

- b) In terms of para 28 of [Master Direction on Priority Sector Lending \(PSL\) - Targets and Classification dated September 4, 2020](#) and para 2 of the [circular no. DOR \(PCB\).BPD.Cir.No.12/09.09.002/2019-205 dated April 24, 2020](#), all BANKS (excluding those under all-inclusive directions), were advised to contribute to Rural Infrastructure Development Fund (RIDF) established with NABARD and other Funds with NABARD / NHB / SIDBI / MUDRA Ltd., against their PSL shortfall vis-à-vis the prescribed target/ sub-targets, with effect from March 31, 2021.
- c) In view of the implementation challenges observed, it has been decided that:
- i) Banks would not be required to contribute to RIDF or other eligible funds for shortfall in PSL target/ sub-targets during Financial Year (FY) 2020-21 and FY 2021-22.
 - ii) Banks shall contribute to RIDF and other eligible funds against their shortfall in PSL target/ sub-targets vis-à-vis the prescribed targets with effect from **March 31, 2023**.
 - iv. Also, in case contribution has been made by any Bank towards the above PSL shortfall during the FY 2020-21 and/ or FY 2021-22, that contribution can be used to offset any shortfall that may have occurred during FY 2022-23. Excess deposit, if any, after offsetting the PSL shortfall during FY 2022-23 will be refunded.

d) Micro Enterprises

- i) 7.5 percent of ANBC or credit equivalent amount of Off-Balance Sheet Exposure(CEOBSE), whichever is higher

The targets for Micro Enterprises within the Micro and Small Enterprises segment (MSE) will be computed with reference to the outstanding credit to MSE as on preceding March 31st

e) Advances to Weaker Sections

12% of ANBC or credit equivalent amount of off-Balance Sheet Exposure (CEOBSE), which is higher.

Targets for weaker sections will be implemented in a phased manner as indicated below :

PSL targets to be achieved by			
31.03.2023	31.03.2024	31.03.2025	31.03.2026
Sub-target for advances to weaker sections	11.50% of ANBC or CEOBSE, whichever is higher	of 11.75% of ANBC or CEOBSE, whichever is higher	12.00% of ANBC or CEOBSE, whichever is higher

28. General Terms and conditions:-

- a) Normally a member can apply for a loan after one month of his enrolment as member approved by the Board of Directors.
- b) Applicant and sureties will have to submit their respective latest salary certificate/ income-proof/income tax return for determining their eligibility.
- c) Only a Bank's member can stand surety for a loan.
- d) A member can stand surety for maximum three loans/credit facilities subject to the satisfaction of Board Loan Sub-Committee.
- e) Processing charges as prescribed for the loan applied for is to be deposited at the time of filling the loan application.
- f) The applicant should ensure the compliance of all the formalities and remove all the deficiencies in the loan application otherwise it will not be considered by the Board and the bank will not be responsible to inform the member/s.
- g) An applicant can be asked for more surety(s)/satisfactory surety(s) in addition to minimum/stipulated required sureties at any stage.
- h) In case applicant and all proposed sureties are working in a same institution, then surety of atleast one member working elsewhere shall be required.

- i) If borrower's sureties are not regular in repaying their loan installment, loan application of borrower will not be considered.
- j) If the sanctioned loan is not availed within 3 months from the date of sanction then the loan will be allowed after submitting a request letter giving reason for not taking the loan within stipulated time and after getting the approval of CEO/MD.
- k) If a member does not withdraw the amount of loan sanctioned within 6 months from the date of sanction by BOD, the loan shall stand cancelled. If the member still requires the loan then he/she can apply a fresh application for consideration.
- l) If the required information is not furnished in the loan application form within 3 months, the application form will be treated as rejected and filed. If the applicant still requires the loan then he/she should submit a fresh application for consideration.
- m) The application of the member will not be considered for the loan if in the case of previous loan.
 - i) He has been served with more than three registered notices.
 - ii) His loan was recovered by salary attachment.
 - iii) Or his case has been referred to Registrar Co-operative Society for execution.
- n) Loan limits will be fixed by the Board of Directors from time to time.
- o) Bank reserves the right to reject any application at any stage without assigning any reasons and its decision will be final.
- p) The Bank should Review all borrowal accounts enjoying fund-based working capital credit limits of Rs.10 lakh and above at least once a year.

29. Recovery Procedure

- b. Loans are to be repaid by the borrowers every month in the monthly installments. If there is any default, necessary reminders are to be issued by the Bank to the concerned borrower. All the borrowal accounts be watched regularly by the branch Managers, on one overdue installment an ordinary notice should be served to the borrower, on two overdue installments a notice requesting borrower to repay the installments which should be followed by reminders also. If the borrower fails to pay the installments continuously the account will be treated as Non-Performing Asset.

Condition for declaration NPA Account are as under:

- i) A Non-Performing Asset shall be a loan or advance where interest and/or installment of principal remains overdue for a period of more than 90 days in respect of term loan.
- ii) Loan account remains out of order if an outstanding balance remains continuously in excess of the sanctioned limit/drawing power for a period of more than 90 days, in respect of overdue /cash credit. In case where outstanding balance in the principal operating account is less than the sanctioned limit/drawing power, but there are no credits continuously for 90 days or credits are not enough to cover the

interest debited during the same period. These accounts should be treated as out of order.

- iii) The bills remains overdue for a period of more than 90 days in case of bill purchased and discounted.
- iv) Any amount to be received remains overdue for a period of more than 90 days in respect of other accounts.
- v) Registered notice should be served to the borrower to repay the amount within 15 days which should be followed by arbitration notice if the borrower fails to owner his commitments.
- vi) A loan of such defaulted borrowers should be referred to the NPA Sub-committee for it recommendations for filing arbitration proceedings against such borrowers.
- vii) On the recommendations of the NPA Sub-Committee the action against the defaulted borrowers be taken under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI Act.) as applicable and in case of Unsecured Advances under Arbitration through the Registrar, Office of the Registrar Cooperative Societies, New Delhi for recovery of outstanding from the such borrowers. Bank shall take a serious note of an account becoming Non-performing and Staff Accountability will be fixed at all stages viz from sanction of the Loan/Advance/Credit facility to disbursement, post disbursement supervision and recoveries. Staff Sub-Committee of the directors and Board of Management shall take suitable panel action, if necessary.

30. Conclusion

Board of Directors may amend the loan policy from time to time in view of business requirements and change in law effecting banking business. Further any modification/addition in the Loan Policy subsequent to change in the RBI policy in this regard should be effected immediately. The change made by the Reserve Bank of India and Govt. of India must be complied with and the policy should be revised/rectified/amended accordingly thereafter that will be integral part of this policy from the date effected. This policy is a dynamic concept which has to keep pace with market change. Keeping this in mind, the policy has been framed and shall be valid till it is revised.