



**POLICY ON DEPOSITS/UNCLAIMED DEPOSITS – 2021-22**

**VERSION 1.1**

**RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT**

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## *Policy Certification*

**Title**                      **Policy on Deposits/Unclaimed Deposits**

**Version**                    **1.1**

<b>Owned By:</b>	<b>Resources &amp; Government Relationship Department</b>
<b>Prepared By:</b>	<b>Resources &amp; Government Relationship Department</b>
<b>Reviewed By:</b>	<b>Audit Committee of Board</b>
<b>Approved By:</b>	<b>Board</b>
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## SECTION A - POLICY ON DEPOSITS

### **1. Purpose / Objective of the Policy:**

One of the important functions of the Bank is to accept deposits from the public for the purpose of lending. In fact, depositors are the major stakeholders of the Banking System. The depositors and their interests form the key area of the regulatory framework for Banking in India and this has been enshrined in the Banking Regulation Act, 1949. The Reserve Bank of India is empowered to issue directives / advices on interest rates on deposits and other aspects regarding conduct of deposit accounts from time to time. With liberalization in the financial system and deregulation of interest rates, banks are now free to formulate deposit products within the broad guidelines issued by RBI.

### **2. Scope of the Policy:**

This policy document on deposits outlines the guiding principles in respect of formulation of various deposit products offered by the Bank and terms and conditions governing the conduct of the account. The document recognizes the rights of depositors and aims at dissemination of information with regard to various aspects of acceptance of deposits from the members of the public, conduct and operations of various deposits accounts, payment of interest on various deposit accounts, closure of deposit accounts, method of disposal of deposits of deceased depositors, product approval process, annual survey of depositor satisfaction and the triennial audit of such services etc., for the benefit of customers. It is expected that this document will impart greater transparency in dealing with the individual customers and create awareness among customers of their rights. The ultimate objective is that the customer will get services they are rightfully entitled to receive without demand.

While adopting this policy, the bank reiterates its commitments to individual customers outlined in 'Code of Bank's Commitment to customers' adopted by the Banks. This document is a broad framework under which the rights of common depositors are recognized. Detailed operational instructions on various deposit schemes and related services are being issued from time to time.

### **3. Regulatory reference:**

Guidelines of RBI/Government issued from time to time shall automatically form part of the Policy.

Managing Director & CEO is empowered to make additions/deletions/ modifications and any other amendment as deemed necessary to the policy on deposits with information to the Board.

### **Custodian of the Policy:**

General Manager (R &GR) is nominated as the custodian of Policy on Deposits.



#### **4. Policy statement and details & Resources:**

##### **4.1. Types of Deposit Accounts:**

While various deposit products offered by the Bank are assigned different names, the deposit products can be categorized broadly into the following types:

**Definition of major deposits schemes and other terms are as under: -**

- a. **“Demand deposits”** means a deposit received by the Bank which is withdrawable on demand;
- b. **“Savings Deposits”** means a form of interest bearing demand deposit which is a deposit account whether designated as “Savings Account”, “Savings Bank Account”, “Savings Deposit Account”, “Basic Savings Bank Deposit Account (BSBDA)” or other account by whatever name called which is subject to restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the Bank during any specified period;
- c. **“Current Account”** means a form of non-interest bearing demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and shall also be deemed to include other deposit accounts which are neither Savings Deposit nor Term Deposit;
- d. **“Term deposit”** means a interest bearing deposit received by the Bank for a fixed period withdrawable normally after the expiry of the fixed period and shall include deposits such as Short Term Deposits / Fixed Deposits / Re-investment Plan/Recurring Deposits etc.,
- e. **“Domestic Rupee Deposits”** mean rupee deposits maintained in India in the form of current account, savings deposits or term deposit.
- f. **“Notice Deposit”** means term deposit for specific period but withdrawable on giving at least one complete banking day’s notice ;
- g. **“Daily Product”** means the interest applied on the end of day balance.
- h. **“Individual”** means a natural person.
- i. **“Member of the bank’s staff”** means a person employed on a regular basis, whether full-time or part-time, and includes a person recruited on probation or employed on a contract of a specified duration or on deputation and an employee taken over in pursuance of any scheme of amalgamation, but does not include a person employed on casual basis.
- j. **“Family”** includes members as mentioned in the bank’s Service/Staff Regulations.

- k. **“Retired member of the bank’s staff”** means an employee retiring whether on superannuation or otherwise as provided in the bank’s Service/Staff Regulations.
- l. **“Bulk Deposit”** means Single Rupee term deposits of Rs.2 crore and above.
- m. **“Preferential Deposit”** is defined as any term deposit of Rs.2 crore and above accepted at a rate higher than the prevailing card rate and as approved by Funds and Investment Committee on any day.

#### **4.2. Product/Process Approval:**

New deposit products are introduced and existing products modified by the Bank after a thorough study is made of the product, similar products already existing in the market, customer expectations and the market for such a product. The views and opinions of customers received through Zonal Offices/branches are taken into account while designing new products and modifying existing products. The guidelines issued by Reserve Bank of India and IBA are taken into account while formulating new products. All new products and modification of existing products (more than 50% changes) are placed in New Product / Process Approval Committee and then placed to MD & CEO for final approval in case of New Product before being implemented.

#### **4.3. Account Opening and Operation of Deposit Accounts:**

(i) The Bank before opening any deposit account will carry out due diligence as required under “Know Your Customer” (KYC) and Anti Money Laundering or any other statutory requirements/guidelines issued by RBI and or such other norms or procedures as per customer Acceptance Policy adopted by the Bank. In case of any additional information required, Bank would seek separately and would specify the objective of obtaining such additional information. If the decision to open an account of a prospective depositor requires clearance at a higher level, reasons for any delay in opening of the account will be informed to him and the final decision of the Bank will be conveyed at the earliest to him.

(ii) The due diligence process, while opening a deposit account will involve satisfying about the identity of the person, verification of address, satisfying about his occupation and source of income. Obtaining introduction (if required) of the prospective depositor from a person acceptable to the bank and obtaining recent photograph of the person/s opening/operating the account are part of due diligence process.

(iii) In addition to the due diligence requirements, under KYC norms, the Bank is required by law to obtain Permanent Account Number (PAN) or General Index Register (GIR) Number or alternatively declaration in Form No. 60 or 61 as specified under the Income Tax Act / Rules

and PMLA Rules amended vide notification dated 1<sup>st</sup> June 2017 and subsequent amendments (and thereafter subject to the final judgement of the Hon'ble Supreme Court).

(iv) The bank is committed to providing basic banking services to disadvantaged sections of the society. Banking services will be offered to them through Basic Savings Bank Deposit Accounts (BSBDA) and accounts will be opened with relaxed customer acceptance norms as per regulatory guidelines.

(v) The account opening forms and other material would be provided to the prospective depositor by the Bank. The same will contain details of information to be furnished and documents to be produced for verification and or for record. It is expected of the Bank official opening the account, to explain the procedural formalities and provide necessary clarifications sought by the prospective depositor when he approaches for opening an account. Additionally, prospective depositor would be provided with "MITC" (Most Important Terms & Conditions) on the product when he approaches for opening a deposit account which would inter-alia contain the following:

- Information regarding number of transactions, cash withdrawals etc., that can be done free of charge within a given period;
- Information about the kind of charges, if any, in case of exceeding such limits in the form of a tariff schedule;
- Information on the rate at which interest is paid on savings deposits and its periodicity.
- Minimum balance to be maintained and penalty for non-maintenance thereof.
- Other charges like cheque book issue charges, ATM/debit cards etc.

(vi) Customer can also avail other banking product services offered by bank from time to time like -

**Debit Card** – Debit cards would be issued to customers having Savings Bank/ Current Accounts. Bank may however levy charge on debit card transactions within stipulated benchmark as per regulatory guidelines.

**Mobile and Internet banking** – Similarly Mobile and Internet Banking shall be offered to Savings Bank/ Current Account customers subject to compliance with rules and regulations laid down in this regard. Bank may place per transaction limit based on risk perception with the approval of Board. Use of mobile banking services for cross border inward and outward transfers is strictly prohibited.

(vii) The regulatory guidelines require Banks to categorise customers based on risk perceptions and prepare profiles of customers for the purpose of transaction monitoring. Inability or Unwillingness of a prospective customer to provide necessary information / details

could result in the Bank not opening the account. Inability of an existing customer to furnish details required by the Bank to fulfill statutory obligations could also result in “partial freezing” of the account by allowing all credits and disallowing all debits with the freedom to close the account after due notice(s) is provided to the customer.

**Periodic updation of KYC:**

The process of confirming and updating identity and address, and collection of additional KYC information shall be an ongoing process. The system of periodical updation of customer identification data (including photograph/s) after the account is opened will be done by the branches. **Periodic updation should be carried out at least once in every two years for High Risk category customers, once in every eight years for Medium Risk category customer and once in every ten years for low Risk category customers.**

**viii) Savings Bank accounts cannot be opened in the name of entities other than individuals, Karta of HUF and organizations /agencies listed below:**

- (1) Primary Co-operative Credit Society which is being financed by the bank.
- (2) Khadi and Village Industries Boards.
- (3) Agriculture Produce Market Committees.
- (4) Societies registered under the Societies Registration Act, 1860 or any other corresponding law in force in a State or a Union Territory except societies registered under the State Co-operative Societies Acts and specific state enactment creating Land Mortgage Banks.
- (5) Companies governed by the Companies Act, 1956 which have been licensed by the Central Government under Section 25 of the said Act, or under the corresponding provision in the Indian Companies Act, 1913 and permitted, not to add to their names the words ‘Limited’ or the words ‘Private Limited’.
- (6) Institutions other than those mentioned in clause 2.26(n)(i) and whose entire income is exempt from payment of Income-tax under the Income-Tax Act, 1961.
- (7) Government departments / bodies / agencies in respect of grants/ subsidies released for implementation of various programmes / Schemes sponsored by Central Government / State Governments subject to production of an authorization from the respective Central / State Government departments to open savings bank account.
- (8) Development of Women and Children in Rural Areas (DWCRA).
- (9) Self-help Groups (SHGs), registered or unregistered, which are engaged in promoting savings habits among their members.
- (10) Farmers’ Clubs – Vikas Volunteer Vahini – VVV.

**(ix) Current Accounts** can be opened by Individuals/Partnership Firms/Private and Public Limited Companies/HUFs/Specified Associates/Societies/Trusts/Departments of Authority created by Government (Central or State), Limited Liability Partnership etc.,

**RBI Guideline: Opening of Current Accounts by Branches - Need for Discipline**

**RBI Circular DOR. No. BP.BC/7/21.04.048/2020-21 dated 06.08.2020.**

In order to strengthen the credit discipline and to prevent borrowers/Banks from opening multiple current accounts across different Banks, the Reserve Bank of India has reviewed the extant guidelines and issued new guidelines for opening of current accounts by Banks.

The purpose and intent of the revised guidelines of RBI is to ensure that borrowers route their payments to and from Current Account or Overdraft / Cash Credit Account with a bank that has the largest exposure to the borrower and to ensure that borrowers do not open current accounts across multiple banks.

In order to comply with the revised guidelines issued by RBI, field level functionaries are advised to meticulously follow the instructions given hereunder in respect of opening of current accounts:

**A. Opening of new Current Account:**

**1. Customers who have not availed any Credit facility from the Banking System:**

Banks can open Current Accounts after obtaining an undertaking from the customer.

**2. Borrowers who have availed Cash Credit (CC) or Overdraft facility (OD) from the banking system:**

Banks cannot open a current account and all transactions have to be routed through the cash credit or overdraft account of the borrower. Undertaking to be obtained from the customer to close the current account or route all the transactions, if a Collection Account to the OD/OCC account.

**3. Borrowers who do not have CC or OD facility from the banking system but enjoying other limits:**

**a) Exposure Less than ₹. 5.00 Crore from the Banking System:**

Banks can open a current account if the total term loan exposure of the borrower from the Banking system is less than ₹.5 Crore, only after obtaining an undertaking from the customer.

As and when the total exposure of the borrower goes beyond and inclusive of ₹. 5 crore, the borrower has to inform the bank and, thereafter the Bank may open Current Account as under depending upon the total exposure from the Banking System.

b) Exposure of More than ₹. 5.00 Cr but less than ₹. 50.00 Cr from the Banking System:

Only the Lending Bank Branches can open a Current Account.

Non Lending Bank branches can open only a Collection Account and the balances in such collection accounts should only be remitted to the escrow account at the frequencies agreed between the lending Bank and the borrower.

c) Exposure of Rs. 50.00 Crore or more from the Banking System:

Banks should ensure mandatory Escrow Mechanism and only the Escrow managing bank should open the Current account. Other lenders can open Collection Accounts, however, balances in such collection accounts should be remitted to the escrow account at the frequencies agreed between the Bank and the borrower and such balances shall not be used as margin for availing any non-fund based credit facilities. Debits in these collection accounts shall be limited only for the purpose of remitting the proceeds to the escrow account and system driven debits for collection of folio charges/handling charges. Moreover, no cheque book to be issued and Internet access can be given for viewing only.

4. Non-Lending banks, other than the Banks specified in Point 3, shall not open current accounts.

**B. General Conditions for borrowers availing CC or OD Facility:**

i) Bank's Exposure is Less than 10% of Aggregate Banking System Exposure:

Borrowers can avail CC and OD facility, where credits are permitted but any debit transaction can only be to remit the funds to the borrower's CC or OD account held with a bank which has an exposure of 10% or more of the banking system's total exposure to that borrower. The credit balance available in the account cannot be used as margin for availing non-fund based credit facilities. If the borrower has availed loans from more than one bank and more than one bank has an exposure of 10%, the bank to which the funds are to be remitted may be decided mutually between the borrower and the banks. Banks, where the exposure to the borrower is less than 10% can offer Working Capital Demand Loan (WCDL) or Working Capital Term Loan (WCTL).

**ii) Bank's Exposure is More than 10% of Aggregate Banking System Exposure:**

Borrowers can avail CC/OD facility. Borrowers covered under the guidelines on loan system for delivery of bank credit that have a working capital facility bifurcated between a loan component and a cash credit component shall be maintained at individual banks in all cases, including consortium lending.

**C. Need for Monitoring & Scrutiny of existing accounts for ensuring compliance:**

Branches should desist from the practice of routing the Term Loan disbursements through Current Accounts. Since Term Loans are meant for specific purposes, the funds should be remitted directly to the supplier of goods and services. Expenses incurred by the borrower for day to day operations should be routed through the CC/OD account of the borrower, if the borrower has a CC/OD account or else through the current account of the customer maintained with the lending Bank.

**D. For existing Current Accounts without any credit facility from the banking system :**

Branches should generate the CIC Report for all Current Account customers of the branch to ensure that they have not availed any credit facility from the banking system or in case they are enjoying only term loan credit facilities, the total exposure of the borrower does not exceed ₹5.00 Crore. If the aggregate amount of said term loan credit facilities exceeds the threshold limit of ₹5.00 Crore, then the Branch should immediately ensure to send a notice and obtain an undertaking from the borrower intimating the borrower to restrict operations in that current account and permit debits in their accounts only for the purpose of remitting the proceeds to lending bank as described in the previous point.

**E. Customers enjoying only Term Loan and/or Non-Fund facilities of ₹5.00 Crore and above from our bank:**

If our Bank is the Consortium Leader with Maximum exposure under Multiple Banking Arrangement (MBA)/ Sole banker, branches should ensure that the borrower maintains current account only with our bank. A declaration should be obtained from such borrowers regarding the Current Accounts maintained with other Bank branches. In case they maintain Current Accounts with other Banks, such accounts can be only Collection Accounts and the balances in such accounts should be remitted to the Current Account maintained with our Bank at frequencies agreed between the Bank and the borrower or else the branch should ensure that all such Current Accounts/other Accounts of similar nature with other Bank branches are closed and the balances are transferred to the Current Account maintained with our branch.



If our branch is one of the lenders under Consortium/ MBA, then the leader of the Consortium or the Bank with Maximum exposure under MBA should maintain the Current Account and if a running account is maintained with our Bank, then it should only be a Collection Account and the balances should be remitted to the Current Account maintained with the leader of the Consortium or the Bank with Maximum exposure at frequencies agreed between the Bank and the borrower.

**F. Customers enjoying only Term Loan and/or Non-Fund facilities of ₹. 50.00 Crore and above from our bank:**

If our Bank is the Consortium leader /Sole banker, our branch should put in place an escrow mechanism and should be the escrow managing Bank. Other lending Banks can open current

accounts provided such accounts are only 'Collection Accounts' and the balances in such accounts should be remitted to the Current Account maintained with our Bank at frequencies agreed between the Bank and the borrower or else the branch should ensure that all such Current Accounts/other Accounts of similar nature with other Bank branches are closed and the balances are transferred to the Current Account maintained with our branch.

If our branch is one of the lenders under Consortium/MBA, then the leader of the Consortium or the Bank with Maximum exposure under MBA should maintain the escrow Account and if a running account is maintained with our Bank, then it should only be a Collection Account and the balances should be remitted to the escrow managing Bank maintained with the leader of the Consortium or the Bank with Maximum exposure at frequencies agreed between the Bank and the borrower.

Branches should ensure that the accounts maintained with other Banks are closed or the other Bank should provide a confirmation that they would ensure that any debit would be only towards credit of the amount to the Current/Cash Credit/Overdraft account maintained with our branch.

Branches shall ensure compliance to the above guidelines by adhering to the instructions mentioned above.

Branches should be aware that this is an ongoing exercise and all Current Accounts and CC/OD Accounts have to be reviewed on a half early basis to ensure compliance to the guidelines of Reserve Bank of India and in case there is a change in the exposure norms of the borrower, necessary steps are to be initiated so as to comply with the aforesaid guidelines scrupulously.



x) Following Specific accounts are permitted to be opened by Banks without any restrictions.

i) Accounts for real estate project mandated under section 4(2) I (D) of the Real Estate (Regulation and Development) Act, 2016 for the purpose of maintaining 70% of advance payment collected from home buyers.

ii) Nodal or escrow accounts of payment aggregators/prepaid payment instrument issuers for specific activities as permitted by Department of Payment and Settlement Systems(DPSS),RBI under Payment and Settlement Systems Act 2007.

iii) Accounts for settlement of dues related to debit card/ ATM card / Credit Card issuers/ acquirers.

iv) Accounts Permitted under FEMA, 1999.

v) Accounts for the purpose of IPO/NFO/FPO/Share buyback/dividend payment/issuance of CP/allotment of debenture/gratuity etc which are mandated by respective statues or regulators and are meant for specific/limited transaction only.

vi) Accounts for payment of taxes, duties, statutory dues, etc opened with banks authorized to collect the same for borrowers of such banks which are not authorized to collect such taxes, duties, statutory dues etc.

vii) Accounts of White Label ATM operators and their agent for sourcing of currency.

**Term Deposits Accounts** can be opened by individuals / Partnership Firms/ Private and Public Limited Companies / HUFs/ Specified Associates / Societies / Trusts, Departments of Authority created by Government (Central or State), Limited Liability Partnership etc.,

i.) Bank would apply client due diligence measures to existing clients at the specified periodicity prescribed in respect of high/medium/low risk clients and shall seek required information/details from customers to comply with the periodic updation of KYC requirements. In case of continued non-compliance of KYC requirements by the clients, the Bank shall exercise 'partial freezing' of account, after due notice(s) is provided to the customer.

j) Deposit accounts can be opened by an individual in his own name (status :known as account in single name) or by more than one individual in their own names ( status:known as Joint Account).

k) **Operation of Joint Account** - The Joint Account opened by more than one individual can be operated by single individual or by more than one individual jointly. The mandate for operating the account can be modified with the consent of all account holders. The joint account holders can give any of the following mandates for the disposal of balance in the

above accounts:

**Either or Survivor:** If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to either of account holders i.e. A or B, on date of maturity or to the survivor on death of any one of the account holders.

**Anyone or Survivor:** If the account is in the name of two or more individuals say, A, B & C, the final balance along with interest if applicable, will be paid to any of account holders i.e. A or B or C, on the date of maturity.

On the death of any one of account holder say A, the final balance along with interest if applicable, will be paid to any two of the surviving account holders i.e. B or C. On the death of any two of account holder say A and B, the final balance along with interest if applicable, will be paid to surviving account holder i.e. C.

**Former or Survivor:** If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to the former i.e. A on date of maturity and to the survivor on death of anyone of the account holders.

**Later or Survivor:** If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to the latter i.e. B on date of maturity and to the survivor on death of anyone of the account holders.

The above mandates will be applicable to or become operational only on or after the date of maturity of term deposits. This mandate can be modified by the consent of all the account holders.

If the joint depositors prefer premature withdrawal of deposits in accordance with the mandate of 'Either or Survivor', 'Anyone or Survivor' or 'Former or Survivor', bank may allow premature withdrawal of term deposits to the surviving depositor/s without seeking concurrence of legal heirs of the deceased deposit holder, provided all the depositors have given a specific joint mandate for the said purpose at the time of opening the account or any time subsequently during the tenure of the deposit.

At the request of the depositor, the bank will register mandate/power of attorney given by him authorizing another person to operate the account on his behalf.

l) The account opening forms/applications have been suitably modified to include 'third gender' wherever any gender classification is envisaged in order to recognize the legal rights of Transgender persons.

In case of a person claiming to be transgender and needs to open account or to do any banking transaction, the person will be recognized as "Third Gender" and the details shall be

accepted in the Account opening Forms(AOFs)/ or other applicable forms as such. The salutation of such person shall be “Mx” and all transgender customers shall be treated equally to other male/female customers without any discrimination.

m) For all accounts with repetitive transactions (except Term Deposits and Current Accounts) a passbook is issued for the use of account holder as customers do need the passbooks as a ready reckoner of transactions with the Bank. For all current accounts (except where the customer prefers pass book especially in rural and semi urban branches) monthly statement of accounts will be issued to the constituents. Sufficient details of all transactions shall be provided in the pass book. Information regarding deposit insurance cover shall also be provided in the passbook. Customer would be able to see last few transactions at the counter. Customer would also be able to see the transactions on ATM or through ATM or through Internet account wherever such facilities are availed.

n) Bank also provides the customer with account statements more often than is normally available on the type of account, at a charge. The charges would be indicated in the Tariff schedule. If the customer desires, Bank would send the statement of accounts by post/e-mail or make it available through its secure Internet Banking Service.

o) For deposit products like Savings Bank Account and Current Deposit Account, the Bank will normally stipulate certain minimum balances to be maintained as part of terms and conditions governing operation of such accounts. Failure to maintain minimum balance in the account will attract levy of charges as specified by the Bank from time to time. No penal charges are levied for non-maintenance of minimum balances in any inoperative accounts, at present.

p) Levy of charges for non-maintenance of minimum balance in savings bank account is subject to the following additional guidelines w.e.f 01 04 2015:

- In the event of a default in maintenance of minimum balance/average minimum balance as agreed to between the bank and customer, the bank shall notify the customer clearly by SMS/ email/ letter etc. that in the event of the minimum balance not being restored in the account within a month from the date of notice, penal charges will be applicable.
- In case the minimum balance is not restored within a reasonable period, which shall not be less than one month from the date of notice of shortfall, penal charges would be recovered under intimation to the account holder.
- The penal charges would be directly proportionate to the extent of shortfall observed. In other words, the charges would be a fixed percentage levied on the amount of difference between the actual balance maintained and the minimum balance as agreed upon at the time

of opening of account. Recovery of charges shall be in accordance with suitable slab structure approved by the Board.

- It shall be ensured that such penal charges are reasonable and not out of line with the average cost of providing the services.
- It shall also be ensured that the balance in the savings account does not turn into negative balance solely on account of levy of charges for non-maintenance of minimum balance.

q) For Saving Bank Account the Bank may also place restrictions on number of transactions, cash withdrawals, etc., for given period. For transactions over and above the fixed threshold level, Bank shall levy service charges. The nature of transactions to be reckoned for this purpose may be decided by the Bank from time to time.

r) Similarly, the Bank may specify charges for issue of cheque books, additional statement of accounts, duplicate pass book, folio charges, etc. All such details, regarding terms and conditions for operation of the accounts and schedule of charges for various services provided will be communicated to the prospective depositor while opening the account.

#### **4.4. Operationalisation of Central KYC Registry (CKYCR):**

Government of India vide their Notification dated November 26, 2015 authorised the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), set up under sub-section (1) of Section 20 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002), to act as and to perform the functions of the Central KYC Records Registry under the said rules, including receiving, storing, safeguarding and retrieving the KYC records in digital form of a "client", as defined in clause (ha) of sub-section (1) of Section 2 of the Prevention of Money-Laundering Act, 2002. The Central Government have also amended the Prevention of Money-laundering (Maintenance of Records) Rules, 2005 vide Notification dated 7th July, 2015 for the purpose of establishment of Central KYC Registry. As per Prevention of Money-laundering (Maintenance of Records) Amendment Rules, 2015, Rule 9 (1A), every reporting entity shall within three days after the commencement of an account-based relationship with a client, file the electronic copy of the client's KYC records with the Central KYC Registry.

Reserve Bank of India, vide their letter DBR.AML.BC.No.1/14/01.001/2016-17 dated 08.07.2016 have communicated that all Scheduled Commercial Banks (SCBs) may upload the KYC data with the Centralised KYC Registry, for new individual accounts opened with immediate effect, in the first phase. The existing records are also to be uploaded to the CKYCR in a phased manner.

Accordingly, the customer records opened on (or) after 16.08.2016 are being uploaded to CKYCR.

**As the CKYCR is now fully operational for individual customers, it has been decided to extend the CKYCR to Legal Entities (LEs). Accordingly, Scheduled Commercial Banks (SCBs) shall upload the KYC data pertaining to accounts of LEs opened on or after April 1, 2021, on to CKYCR in terms of Rule 9(1A) of the PML Rules. The LE Template would be released by CERSAI well in advance so that SCBs start using it from the notified date. SCBs shall also ensure that in case of accounts of LEs opened prior to April 1, 2021, the KYC records are uploaded on to CKYCR during the process of periodic updation as specified in Section 38 of the Master Direction, or earlier when the updated KYC information is obtained / received from the customer in certain cases. SCBs shall ensure that during periodic updation, the customers' KYC details are migrated to current Customer Due Diligence (CDD) standards.**

#### **4.5. Changing the account:**

If the customer is not happy about his choice of current or Savings account (except term deposit account) within 14 days of making his/her first payment into the account, Bank would help the customer to switch to another account or Bank would give the money back with any interest it might have earned. Bank would ignore any notice period and any extra charges.

If the customer decides to close his/her current/savings account, Bank will close the account within five working days of the receipt of instructions from the customer.

If the customer wants to transfer his / her account to another branch of the Bank, the Bank would do so. Customer's account at the new branch would be operationalised within two weeks from the receipt of customer's request. Customer would be informed as soon as the account is operationalized. The new branch would be informed of the standing instructions/ direct debits if any.

#### **4.6. Nomination in Deposit Accounts:**

a) Nomination facility is available on all deposit accounts opened by the individuals. Nomination is also available to a sole proprietary concern account and joint deposit accounts. Nomination can be made in favour of one individual only. Nomination so made can be cancelled or changed by the account holder/s any time.

For depositors, including illiterates affixing his/her thumb impression/ on the prescribed forms for making nomination, cancellation or change thereof, the same is required to be attested by two witnesses. Nomination can be made in favour of a minor also. Nomination can be modified

by the consent of account holder/s. In such cases at the time of making nomination, depositor has to give a name of person (called appointee) who is a major and will receive the amount of deposit on behalf of the nominee in the event of death of the account holder during the minority of the nominee.

b) Bank recommends that all depositors avail of the nomination facility. The depositor will be  
 c) informed of the advantages of the nomination facility while opening a deposit account. The acknowledgement of nomination made should be provided to the depositors. In addition to the printing of the legend “Nomination registered” the name of the nominee would be printed in the pass book, deposit receipt, statement of account etc. in case the customer is agreeable to the same. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of the legal heirs. If the depositors do not desire to make nomination, the same has to be mentioned in the opening form under their signature.

#### **4.7. Interest rates on deposits:**

Bank fixes the interest rates on term deposits including Recurring Deposit based on market conditions, need for mobilisation of funds and taking into account the cost of funds. The interest rates are subject to revision from time to time.

- The rate of interest on domestic term deposit of various maturities is fixed with the prior approval of Asset Liability Management Committee (ALCO).
- The interest shall be calculated at quarterly rests on term deposits.
- In the case of term deposits with monthly interest payments, the interest shall be calculated for the quarter and paid monthly at discounted value. The interest rate on term deposits including Recurring deposit is calculated by the Bank in accordance with the formulae and conventions advised by Indian Banks’ Associations.
- Whenever interest rates are revised, the revised rates are applicable to fresh deposits as well as renewal of matured deposits only.
- Aggregate value of deposits placed by a depositor on the day for an identical tenor will be taken as the basis for deciding applicable interest rate
- No interest shall be paid on deposits held in current accounts. However, balances lying in current account standing in the name of a deceased individual depositor or sole proprietorship concern shall attract interest from the date of death of the depositor till the date of repayment to the claimant/s at the rate of interest applicable to savings deposit as on the date of payment.

#### **4.8. RBI Guidelines on Interest rate of deposits:**

Scheduled commercial banks shall pay interest on deposits of money (other than current account deposits) accepted by them or renewed by them in their Domestic, Ordinary Non-Resident (NRO), Non-Resident (External) Accounts (NRE) and Foreign Currency (Non-resident) Accounts (Banks) Scheme {FCNR(B)} deposit account on the terms and conditions specified in the following directions:

- (a) There shall be a comprehensive policy on interest rates on deposits duly approved by the Board of Directors or any committee of the Board to which powers have been delegated.
- (b) The rates shall be uniform across all branches and for all customers and there shall be no discrimination in the matter of interest paid on the deposits, between one deposit and another of similar amount, accepted on the same date, at any of its offices.
- (c) Interest rates payable on deposits shall be strictly as per the schedule of interest rates disclosed in advance.
- (d) The rates shall not be subject to negotiation between the depositors and the bank.
- (e) The interest rates offered shall be reasonable, consistent, transparent and available for supervisory review/scrutiny as and when required.

Interest rates on term deposits shall vary only on account of one or more of the following reasons:

##### ***(i) Tenor of Deposits:***

Banks shall have the freedom to determine the maturity/tenor of the deposit subject to the condition that minimum tenor of the deposit offered shall be seven days.

##### ***(ii) Size of Deposits***

Differential interest rate shall be offered **only on bulk deposits**.

**Provided** that differential interest shall not be applicable on deposit schemes framed on the basis of the Bank Term Deposit Scheme, 2006 or the deposits received under the Capital Gains Accounts Scheme, 1988.

#### **4.9. Payment of Additional Interest on domestic deposits**

- (a) Scheduled Commercial Banks shall, at their discretion, allow additional interest of one per cent per annum, over and above the rate of interest mentioned in the schedule of interest rates on savings or a term deposits of bank's staff and their exclusive associations as well as on



deposits of Chairman, Chairman & Managing Director, Executive Director or such other Executives appointed for a fixed tenure, subject to the following conditions:

(i) The additional interest is payable till the person continues to be eligible for the same and in case of his ceasing to be so eligible, till the maturity of a term deposit account.

(ii) In case of employees taken over pursuant to the scheme of amalgamation, the additional interest is allowed only if the interest at the contractual rate together with the additional interest does not exceed the rate, which could have been allowed if such employees were originally employed by the bank.

(iii) In the case of employees taken on deputation from another bank, the bank from which they are deputed may allow additional interest in respect of the savings or term deposit account opened with it during the period of deputation.

(iv) In the case of persons taken on deputation for a fixed tenure or on a contract of a fixed tenure, the benefit will cease to accrue on the expiry of the term of deputation or contract, as the case may be.

(v) Bank Employees' Federations, in which bank employees are not direct members, shall not be eligible for additional interest.

(vi) The additional interest may be paid on the following deposits after obtaining a declaration from the depositor concerned, that the monies deposited or which may be deposited from time to time into such account belong to the depositor:

(1) Member or a retired member of the bank's staff, either singly or jointly with any member or members of his/her family; or

(2) The spouse of a deceased member or a deceased retired member of the bank's staff; and

(3) An Association or a fund, members of which are members of the bank's staff;

**(b)** Scheduled Commercial Banks shall, at their discretion, formulate term deposit schemes specifically for resident Indian senior citizens, offering higher and fixed rates of interest as compared to normal deposits of any size.

**Provided** that this facility is not offered on the term deposit standing in the name of an HUF or the Karta of the Hindu Undivided Family (HUF), even if the Karta is a resident Indian senior citizen.

**(c)** Scheduled Commercial Banks shall, at their discretion, give their resident Indian retired staffs, who are senior citizens, the benefit of additional interest rates as admissible to senior citizens over and above the additional interest payable to them by virtue of their being retired members of the banks' staff.



#### **4.10. RBI Guidelines on Early withdrawal facility in Term deposit Circular dated 16.04.2015**

##### **Non- availability of premature withdrawal option**

Banks will have the discretion to offer differential interest rates based on whether the term deposits are with or without-premature-withdrawal-facility, subject to the following guidelines:

- All term deposits of individuals (held singly or jointly) of Rs.15 lakh and below should, necessarily, have premature withdrawal facility.
- For all term deposits other than (i) above, banks can offer deposits without the option of premature withdrawal as well. However, banks that offer such term deposits should ensure that at the customer interface point the customers are, in fact, given the option to choose between term deposits either with or without premature withdrawal facility.
- Banks should disclose in advance the schedule of interest rates payable on deposits i.e. all deposits mobilized by banks should be strictly in conformity with the published schedule.
- The banks should have a Board approved policy with regard to interest rates on deposits including deposits with differential rates of interest and ensure that the interest rates offered are reasonable, consistent, transparent and available for supervisory review/scrutiny as and when required.

##### **Payment of Interest on pre-mature withdrawal:**

The interest rates applicable on term deposits withdrawn before the maturity date shall be as under:

- (i) Interest shall be paid at the rate applicable to the amount and period for which the deposit remained with the bank and not at the contracted rate.
- (ii) No interest shall be paid, where premature withdrawal of deposits takes place before completion of the minimum period specified i.e., 7 days.

#### **4.11. Premature Withdrawal of Term Deposit:**

The Bank on request from the depositor, at its discretion may allow withdrawal of term deposit before completion of the period of the deposit agreed upon at the time of placing the Deposit.

However, such premature withdrawal would attract penal charge as prescribed by Bank from time to time except the following category of deposits.

- Deposits of value up to ₹. 5.00 lakhs provided the deposit has been retained for at least 181 days.

- Deposits placed by Corporate/Government departments, Institutions and non-profitable organizations, wherein the deposits are placed based on the quotation submitted by the Bank.
- Deposits of staff/ex-staff/ex-staff cum senior citizen, if prematurely withdrawn.
- Splitting of the amount of term deposit at the request from the claimant/s of deceased depositors or joint account holders, where the period and aggregate amount of the deposit does not undergo any change.
- In all the above cases eligible interest rate will be the applicable card rate for the actual period run prevailing on the date of deposit.

The bank shall make depositors aware of the applicable rate along with the deposit rate.

The bank declared the penal interest rates for premature withdrawal of term deposit.

For deposits closed before 181 days/ Deposits above ₹.5.00 lakhs, penalty for foreclosure shall be levied. The eligible interest rate will be the applicable card rate for the actual period run prevailing on the date of deposit less 1.00% p.a. as foreclosure charges.

#### **4.12. Premature Renewal of Term Deposit:**

In case the depositor desires to renew the deposit by seeking premature closure of an existing term deposit account, the bank will permit the renewal at the applicable rate for the period of renewal on the date of renewal. While prematurely closing a deposit for the purpose of renewal, interest on the deposit for the period it has remained with the bank will be paid at the rate applicable for the said period and not at the contracted rate. Further the bank levy penalty for pre-mature closure of an existing deposit at such rates as may be decided by the bank from time to time

#### **4.13. Method of Calculation of Interest:**

For the purpose of calculation of interest on domestic term deposit, on deposits repayable in less than 3 months or where the terminal quarter is incomplete, interest is paid proportionately for the actual number of days, reckoning the year at 365 days.

#### **4.14. Payment of Interest on Deposits maturing on a holiday/non-business working day:**

In respect of a term deposit maturing for payment on a Sunday or a holiday or a non-business working day, bank would pay interest at the originally contracted rate for the Sunday / holiday / non-business working day, intervening between the date of the expiry of the specified term of the deposit and the date of payment of the proceeds of the deposit on the succeeding working day. In case of reinvestment deposits and recurring deposits, interest as above would be paid on maturity value and in case of other deposits on the principal amount.

#### 4.15. Rounding off transactions:

All transactions including payment of interest on deposits / charging of interest on advances will be rounded off to the nearest rupee; i.e., fraction of 50 paise and above shall be rounded off to the next higher rupee and fraction of less than 50 paise shall be ignored and all transactions, involving payment of interest on deposits shall be rounded off to two decimal places for FCNR Deposits.

#### 4.16. Interest Payments:

Bank is free to determine their savings bank interest rate subject to the following two conditions:

- Uniform interest rate on savings bank deposits up to ₹.1 lakh, irrespective of the amount in the account within this limit.
- For savings bank deposits over ₹.1 lakh, bank may provide differential rates of interest, if it so chooses, subject to the condition that bank will not discriminate in the matter of interest paid on such deposits, between one deposit and another of similar amount, accepted on the same date, at any of its offices.
- This would be applicable to savings bank deposits of Resident Indians only.
- The rate of interest on deposits will be prominently displayed in the branch premises. Changes, if any, with regard to deposit schemes and other related services shall also be communicated upfront and shall be prominently displayed.
- ♦ Interest rate on Non-Resident (External) Accounts Scheme and Ordinary Non-Resident deposit under savings account has been deregulated and **at present 2.90% p.a is offered for both the categories of deposits mentioned above.**

As per RBI directions, Interest on Savings Bank account on daily product basis would be paid from 01.04.2010. However, term deposit interest rates are decided by the Bank within the general guidelines issued by the Reserve Bank of India from time to time.

#### 4.17. Periodicity of payment of Interest:

Interest on savings deposit shall be credited at quarterly intervals. In terms of Reserve Bank of India directives, interest shall be calculated at quarterly intervals on term deposits and paid at the rate decided by the Bank depending upon the period of deposits. In case of monthly deposit scheme, the interest shall be calculated for the quarter and paid monthly at discounted value. The interest on term deposits is calculated by the Bank in accordance with the formulae and conventions advised by Indian Banks' Association.

The Bank has statutory obligation to deduct tax at source if the total interest paid / payable on all term deposits held by a person exceeds the amount specified under the Income Tax Act.

The Bank will issue a tax deduction certificate (TDS Certificate) in Form 16A, to the customers in respect of whom Income tax has been deducted at source. The depositor, if entitled to exemption from TDS can submit declaration in the prescribed format at the beginning of every financial year. The declaration filed in Form 15G and 15H u/s 197A shall not be valid unless the person filing the declaration furnishes his PAN in such declaration. In case of failure to do the same, tax is deducted at the rate mentioned in the relevant provisions of the IT Act or at the rate in force or at the rate of 20%, whichever is higher. An acknowledgement of Form 15G/15H will be issued. Provision to submit Form 15G/15H on line through net banking has also been enabled.

Any person who does not have PAN and who enters into any transaction specified in Rule 114 B of the Income tax Rules, 1962, he/she shall make a declaration in Form No.60 giving therein the particulars of such transaction.

Further the provisions relating to quoting of PAN or furnishing of Form 60 under rule 114B of the IT Rules do not apply to the agriculture produce sale transaction by the cultivator for amount of Rs.2.00 lacs or less.

Bank cannot accept Form 60 from a person, if the total income declared by him exceeds the maximum amount which is not chargeable to tax, i.e., Rs.2.50 lacs up to 60 years, Rs.3.00 lacs between 60 & 80 years and Rs.5 lacs for 80 years and above.

However, if the person provided the details of the PAN applied (date of application and acknowledgement number) in Form 60, even if the amount mentioned exceeds the maximum amount chargeable to tax, still the Bank can accept Form 60. All such declarations received in Form 60 should be sent as a statement in Form 61 to the Income tax authorities.

#### **4.18. Payment of Interest on Accounts Frozen by Bank**

- A request letter is to be given by the customer for renewal for a term equal to the original term, on maturity.
- No new receipt will be issued. However, suitable note will be made regarding renewal in the deposit account.
- Renewal of deposit shall be advised by registered letter / speed post / courier service to the concerned Government department under advice to the depositor. In the advice to the depositor, the rate of interest at which the deposit is renewed will also be mentioned.
- If overdue period does not exceed 14 days on the date of receipt of the request letter, renewal may be done from the date of maturity. If it exceeds 14 days, the eligible interest for

the overdue period would be kept in a separate interest free sub-account which would be released when the original fixed deposit is released.

- With regard to the savings bank accounts frozen by the enforcement authorities, Bank will continue to credit the interest to the account on a regular basis. However, withdrawal / debits will be allowed only when the accounts are released by the Enforcement Authorities.

#### **4.19. Undesirable accounts :**

In cases where the operations in Savings Bank or Current deposit account are not satisfactory, Bank may decide to close the account and pay the balance in the account to the depositor, after giving due notice.

##### **Few instances, where the account can be treated as undesirable are:**

- frequent non-maintenance of minimum balance.
- number of operations are more and
- not commensurate with the balance maintained in SB account, cheques are being issued without adequate funds or arrangements to meet the cheque amount and the depositor is reported to be indulging in illegal or undesirable activity.

#### **4.20. Information to depositors:**

Bank's policy relating to opening and maintenance of deposit accounts and the various charges on such accounts and the revisions in such policy and the charges, will be informed to the depositors in the following manner.

- The terms and conditions for opening a deposit account and the charges that will be levied on the account will be given in the account opening form for the information of the depositors before opening the account.
- In case of any revision, the revised policy / requirements and revised charges will be displayed in a prominent place in branches.
- Additionally, depositors will be informed about the revised policy / requirement / charges either through press releases or advertisement in print media and or by displaying in Bank's website giving 30 days notice to customers which is required as per RBI norms.
- In case where the changes are on account of regulatory requirements, 30 days prior notice to customers may not be given by the Bank.
- All deposit interest rates are displayed at a prominent place in all branches.

**4.21. Sweep Accounts:**

Bank will inform the customer about liquid deposit facility, sweep account and similar type of products offered by the Bank and their implications and procedure involved at the time of opening of account.

**4.22. Basic Savings Bank Deposit account:**

No frill SB account has been renamed as Basic Savings Bank deposit account with NIL balance. The scheme is for the financial inclusion of vast section of population who were hitherto not accessible to banking facilities.

The charges applicable for various services / products in such an account would be as per a separate Tariff Schedule. The nature and number of transactions in such accounts are restricted, which will be made known to customer at the time of opening of the account in a transparent manner.

**4.23. Small Accounts:**

If the account is opened on the basis of simplified KYC norms, then these accounts would be additionally treated as Small account and subject to conditions stipulated for such accounts. (viz., cash transactions only permitted; aggregate of credits in a year not to exceed ₹.1.00 lakh; withdrawals and transfers during a month not to exceed ₹.10000; balance at any point time not to exceed ₹.50000, etc). These accounts shall be converted into regular accounts as soon as the normal requirements for full KYC are fulfilled. These small accounts would be valid normally for a period of twelve months. Thereafter, such accounts would be allowed to continue for a further period of twelve more months, if the account holder provides a document showing that she/he has applied for any of the officially valid document, within twelve months of opening the small account, with the entire relaxation provisions being taken up for review in respect of the said account after 24 months. Subsequently, if the same status persists, the account would be treated as inoperative account and the rules and regulation as applicable to such account shall apply.

**4.24. Minors' Accounts:**

- Saving Bank account and Term Deposit Accounts including Recurring Deposits can be opened in the name of minor (known as Minor's Account) by natural guardian or guardian appointed by court (legal guardian). Savings Bank Account or Term Deposit Account can also be opened in the name of a minor jointly with natural guardian or with mother as the guardian (known as Minor's Account) or jointly with a major, where minor is represented by natural guardian. In such cases only the guardian will be permitted to operate the account. No Current Account can be opened by a minor/ to be operated by the minor.

- Minors above the age of 10 will be allowed to open and operate savings bank account independently subject to restrictions on transaction amount, keeping in view the risk management system. Additional banking services like internet banking, ATM/Debit card, Cheque Book facility etc., would be offered subject to account will always remain in credit and will not be allowed to be overdrawn. KYC norms & due diligence of minor should be ensured while opening and operating these accounts.
- On attaining majority on the same day account should be made inoperative till the time customer converts the minor account to major with required KYC documents. Bank would initiate prior communication to Minor accounts that would attain majority.
- On attaining majority, the erstwhile minor should confirm the balance in his/her account and if the account is operated by the natural guardian /guardian, fresh specimen signature of erstwhile minor duly verified by the natural guardian / guardian would be obtained and kept on record for all operational purposes. The right of the guardian to operate upon the account automatically comes to an end once the minor attains majority.

#### **4.25. Account of Illiterate / Blind (Visually Impaired) Person:**

##### **Illiterate Persons:**

The Bank may at its discretion open deposit accounts other than Current Account for an illiterate person. The account of such person may be opened provided he/she calls on the Bank personally along with a witness who is known to both the depositor and the Bank. Joint accounts of two illiterate persons can also be opened. Normally, no cheque book facility is provided to illiterate persons.

At the time of withdrawal/repayment of deposit amount and/or interest, the account holder should affix his / her thumb impression or mark in the presence of the authorized officer who should verify the identity of the person. The Bank will explain the need for proper care and safe keeping of the passbook etc. given to the account holder. The bank official shall explain the terms and conditions governing the account to the illiterate person

##### **Visually impaired (Blind) Persons:**

Bank will facilitate opening of Savings bank accounts as well as Term Deposit accounts of persons with visual impairment. Such accounts will be operated by the account holder personally. Cheque book facility would be made available.

Such account holders should have to be present before the branch official and affix thumb impression and they will be identified through their photographs to facilitate operations. Bank is also committed in introducing technology banking facilities progressively via ATM and Internet



banking in keeping with the availability of supporting technology which will enable visually challenged persons to operate their own accounts.

#### **4.26. Accounts of persons with Autism, Cerebral Palsy, Mental retardation & Multiple disabilities:**

Savings Bank and Term deposits can also be opened in the name of persons with autism, cerebral palsy, mental retardation and multiple disabilities by the legal guardian appointed by the District Court under Mental Health Act, 1987 or by the Local Level committees under the National Trust for the welfare of persons with Autism, Cerebral Palsy, Mental retardation and Multiple Disabilities Act, 1999. Legal guardian, so appointed, will furnish an indemnity-cum-undertaking bond duly stamped as per the local law in force along with Guardianship Certificate.

#### **4.27. Accounts of Senior citizen:**

Bank would take all efforts to make it easy and convenient for the Senior Citizen customers and would provide for payment of additional interest, over card rate for amount up to Rs.10 crore. The additional rate would be offered on deposits of 7 days to 10 years in respect of Short Term Deposits, Fixed Deposits, Tax Saver Schemes and Reinvestment Plan Schemes & for the period 6 months to 120 months in respect of Recurring Deposits (in multiples of 3 months).

The above ceiling is applicable to all types of term deposits standing in the name of the Senior Citizen as the principal account holder at one or more branches put together. However, deposits of Senior Citizen opened under Capital Gains Scheme Type B (Term Deposits) 1988 Scheme are not eligible for this benefit.

**As per RBI direction Automatic conversion of status of accounts, a fully KYC compliant account should automatically be converted into a 'Senior Citizen Account' based on the date of birth available in bank's records.**

For deposit of above Rs.10 crore, the card rate alone will apply without the benefit of additional interest rate. The additional interest offered to senior citizen is not applicable to any type of non-resident deposits.

In the case of a term deposit which is standing in the name of an HUF, the Karta of the HUF cannot be offered higher rate of interest, even if he is senior citizen, as the beneficial owner of the deposit is the HUF and not the Karta in his individual capacity.



#### **4.28.Accounts of Migratory Worker, Transferred Employee, Etc.**

In case of migratory worker, transferred employees etc, customers may submit only one documentary proof of address (either current or permanent) while opening a bank account or while undergoing periodic updation. In case the address mentioned as per 'proof of address' undergoes a change, fresh proof of address may be submitted to the branch within a period of six months.

In case the proof of address furnished by the customer is not the local address or address where the customer is currently residing, the bank may take a declaration of the local address on which all correspondence will be made by the bank with the customer. No proof is required to be submitted for such address for correspondence/local address. This address may be verified by the bank through positive confirmation, such as acknowledgment of receipt of (i) letter, cheque books, ATM cards; (ii) telephonic conversation; (iii) visits; etc. In the event of change in this address due to relocation or any other reason, customers may intimate the new address for correspondence to the bank within two weeks of such a change.

The Central Government vide Notification G.S.R 840(E) dated 13.11.2019 ( Ministry of Finance, Department of Revenue), makes further amendment in the Prevention of Money-laundering(Maintenance of Records) Rules,2005 in rule 9, after sub-rule (18) namely:

“(19) Where a client has provided his Aadhaar number for identification under clause (a) of sub-rule (4) and wants to provide a current address, different from the address as per the identity information available in the Central Identities Data Repository, he may give a self-declaration to that effect to the reporting entity.”

#### **4.29. Addition or Deletion of the name/s of Joint Account Holders:**

The bank may at the request of all the joint account holders allow addition or deletion of name/s of joint account holder/s if the circumstances so warrant or allow an individual depositor to add the name of another person as a joint account holder.

However, in no case should the amount or duration of the original deposit undergo a change in any manner in case the deposit is a term deposit.

Bank may, at its discretion, and at the request of all the joint account holders of a deposit receipt, allow the splitting up of the joint deposit, in the name of each of the joint account holders only, provided that the period and the aggregate amount of the deposit do not undergo any change.

#### **4.30. Renewal of Overdue Term Deposits:**

When the overdue period does not exceed 14 days, the deposit shall be renewed for a minimum period of 15 days from the date of presentation and the rate of interest to be applied will be the rate ruling on the date of maturity of deposit relevant to the period of renewal. When the overdue period exceeds 14 days, then the deposit shall be renewed for a minimum period of 15 days from the date of presentation and the rate of interest to be applied shall be segregated into two parts as under:

**Part A:** Up to the date of presentation: (irrespective of the type of original deposit),

At simple interest only, at the rate whichever is lower of the following two.

i. The rate prevailing at the time of maturity of the deposit for the overdue period

(Or)

ii. The rate prevailing at the time of presentation for the overdue period.

**Part B:** From the date of presentation to the future date of maturity:

At the rate prevailing on the date of presentation for renewal at simple or compound at the option of the depositor for the remaining period.

As per the existing rules, in order to become eligible for compound interest, the deposit should be renewed as RIP for a minimum period of six months from the date of presentation.

When the request is made by the customer for payment of overdue deposit without renewal, the unclaimed amount will attract savings bank rate of interest from the date of original maturity to the date of payment (simple interest).

#### **4.31. Automatic renewal of Term Deposit:**

As a customer friendly measure, all domestic term deposits viz., Short Term, Fixed and Reinvestment Plan Deposits will be auto rolled over for the same period under the same scheme with a maximum of 10 years, at the prevailing rate of interest on the date of such automatic renewal applicable to the rolled over amount, unless the Bank receives a demand for payment or instructions contrary from the customer on or before the date of maturity of original deposit or automatically renewed deposit. The amount so renewed will be the net of TDS amount as applicable, on case to case basis.

#### **4.32. Procedural reforms for Acceptance of Bulk Deposit:**

As a mitigating measure to prevent fraud in high value deposit accounts, the following controls are put in place:

##### **a) Procedure for quoting Rate of Interest for Bulk deposits.**

- i. Only selected branches are permitted to quote & accept deposits for Rs. 2.00 Cr & above to less than Rs. 5.00 Cr at the card rate.
- ii. Only selected branches are permitted to quote & accept deposits for Rs. 5.00 Cr & above after obtaining specific approval from Treasury branch.

##### **b) Premature Withdrawal of Bulk Deposits:**

All term deposits of Rs 2.00 crore and above can be withdrawn prematurely vide the control built in the system wherein the branch should emanate the request and to be duly authorized by the Zone.

The fields enabled include the name of depositor, account number, amount, rate of interest, account opening date, original maturity date, reason of withdrawal notice, date of receipt of withdrawal notice. Branch at the time of receiving request for pre mature closure should verify the same over telephone on the Registered mobile number or telephone number linked to the CIF.

##### **c) Precautions to be taken in respect of Bulk Deposits:**

- Only specified Branches, as circulated by CO: Resources and Government Relationship department, can accept Bulk Deposits of Rs. 2.00 Cr & above.
- Opening of all new Term Deposits of Rs 2.00 Cr and above shall be followed by a personal visit of Bank official to the office of the customer. For deposits of Rs 2.00 - 10.00 Cr, Branch Head shall visit the customer. For Deposits above Rs. 10.00 cr ZM or any senior executives not below the rank of Chief Manager to ensure visit.
- In case of all new Term Deposits, a confirmatory letter in the form of a 'thank you' message shall be sent to the customer through post as well as email and SMS wherever email-id and mobile number is available, giving the necessary details.
- Under a Single CIF, total deposit in a single day should be below Rs 2.00 crore to avail Retail Rate of interest. Branches have been restricted to breakup deposits below

**Rs 2.00 crore in a single day to accommodate retail deposit ROI instead of Bulk Deposit Rate.**

- **All existing Term Deposits of 2.00 Cr & above shall be examined to ensure KYC compliant as per extant guidelines of the Bank.**
- **Balance confirmation from Government Department /Institutions as on 30/09 & 31/03 every year should be obtained by Branches/ Zones and kept in record**
- **The FGM/ZM should visit the Govt. Departments/PSUs at least once in a half year to maintain rapport and discuss area of any issues related their deposits.**
- **The Term Deposits against which loans/overdrafts have been sanctioned to the Beneficiary of the account shall be reviewed, once in 6 months to ensure that the same is in order. The status of the same shall be confirmed from the organization, corporate, individual in whose name the Term Deposits has been issued.**
- **No new loans can be sanctioned against third party fixed deposit receipt of our Bank.**
- **At the Time of closure of Bulk Deposits maturity proceeds to be credited to the account from which the amount is invested only after obtaining the written request from the customer with original receipt. In case the customer concern is not having the account, the payment to be made directly to the account of the customer maintained in another Bank preferably through NEFT/RTGS.**
- **The process of monitoring de-duplications by opening Multiple CIF of customer should be ensured by Zones on daily basis.**
- **Extant guidelines on sanctioning and monitoring of loans/overdraft facilities against Term Deposits shall be adhered to meticulously.**
- **The bulk deposits rates may change as per decision of the bank. The change in rates will be updated from time to time on Bank's Intranet/ Circular Site.**
- **List of branches enclosed in latest circular Dep.32/2020-21 dtd.28.12.2020.**

#### **4.33. Advances against Deposits:**

The Bank may consider request of the depositor/s for loan/overdraft facility against term deposits duly discharged by the depositor/s on execution of necessary security documents. The Bank may also consider loan against deposit standing in the name of minor. However, a

suitable declaration stating that loan is for the benefit of the minor is to be furnished by the depositor- applicant.

Where a deposit account is opened in the name of a minor being represented by the mother as guardian, no advance shall be granted to the mother against that deposit, as she is not the natural guardian except in the cases, wherein, the minor is governed by Hindu Law.

## **5. Roles & Responsibilities, Role of Internal Audit and Compliance:**

### **5.1. Customer Information:**

The customer information collected from the customers shall not be used for cross selling of services or products by the Bank, their subsidiaries and affiliates. If the Bank proposes to use such information, it should be strictly with the consent of the account holder.

### **5.2. Secrecy of Customer's Accounts:**

The Bank shall not disclose details / particulars of the customer's account to a third person or party without the expressed or implied consent from the customer. However, there are some exceptions, viz. disclosure of information under compulsion of law, where there is a duty to public to disclose and where interest of the Bank requires disclosure.

### **5.3. Settlement of claims in respect of Deceased Account holders**

Bank follows a simplified procedure for settlement of accounts of deceased accounts holders.

#### **a. Accounts with survivor/nominee clause:**

In case of a deposit account of a deceased depositor where the depositor had utilised the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor"), the payment of the balance in the deposit account to the survivor(s)/ nominee of a deceased deposit account holder will be made provided;

- the identity of the survivor(s) / nominee (s) and the fact of the death of the account holder, are established through appropriate documentary evidence:
- there is no order from the competent court restraining the bank from making the payment from the account of the deceased; and
- It has been made clear to the survivor(s)/ nominee that he/she would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such

payment to him/her shall not affect the right or claim which any person may have against the survivor(s)/ nominee to whom the payment is made.

- In case of a joint deposit account, nominee's right arises only after the unfortunate event of death of all the depositors
- In a joint deposit account, when one of the joint account holders dies, the Bank is required to make payment jointly to the legal heirs of the deceased person and the surviving depositor(s). However, if the joint account holders had given mandate for disposal of the balance in the account in the forms such as "Either or Survivor, Former or Survivor, Anyone of Survivors or Survivor etc" the payment will be made as per the mandate to avoid delays in production of legal papers by the heirs of the deceased.

The payment made to the survivor(s) /nominee, subject to the foregoing conditions, would constitute a full discharge of the bank's liability. In such cases, payment to the survivor(s)/nominee of the deceased depositors would be made without insisting on production of succession certificate, letter of administration or probate, etc., or obtaining any bond of indemnity or surety from the survivor(s)/nominee, irrespective of the amount standing to the credit of the deceased account holder.

**b. Accounts without the survivor/nominee clause:**

In case where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), Bank will adopt a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person.

Keeping in view the Bank's risk management systems, Bank will fix a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors could be settled without insisting on production of any legal representation (in the form of succession certificate, letter of administration or probate) other than a letter of indemnity.

In case of the splitting of the amount of term deposit at the request from the claimant/s of deceased depositors or joint account holders, no penalty for premature withdrawal of the term deposit shall be levied if the period and aggregate amount of the deposit do not undergo any change.

**c. Settlement of Claims in Respect of Missing Persons**

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107 / 108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of

continuance and Section 108 deals with presumption of death. As per the provisions of Section 108 of the Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled on the basis of the same.

Banks are advised to formulate a policy which would enable them to settle the claims of a missing person after considering the legal opinion and taking into account the facts and circumstances of each case. Further, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person, banks are advised that keeping in view their risk management systems, they may fix a threshold limit, up to which claims in respect of missing persons could be settled without insisting on production of any documentation other than (i) FIR and the non-traceable report issued by police authorities and (ii) letter of indemnity.

**Formalities to be completed in respect of claims made in deceased depositors' accounts:**

Claim form with all necessary enclosures and annexure will have to be submitted by the claimant/s to the respective branch/es where the deceased had account/s. The claim form consists the following:

- Claim form (4 pages)
- Two vouching letters
- Consent letter
- Format for affixing claimants photo

**d. Premature Termination of term deposit accounts:**

In the case of term deposits, Bank would incorporate a clause in the account opening form itself to the effect that in the event of the death of the depositor, premature termination of term deposits would be allowed; subject to certain conditions, such premature withdrawal would be permitted. Such premature withdrawal would not attract any penal charge.

**e. Treatment of flows in the name of the deceased depositor:**

In order to avoid hardship to the survivor(s)/nominee of a deposit account, Bank would obtain appropriate agreement/ authorization from the survivor(s)/nominee with regard to pipeline flows in the name of the deceased account holder. In this regard, Bank would consider adopting either of the following two approaches:



i. Bank would be authorized by the survivor(s)/nominee of a deceased account holder to open an account styled as 'Estate of Shri -----, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

ii. Bank would be authorized by the survivor(s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s)/nominee accordingly. The survivor(s) / nominee/ legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

**5.4. Time limit for settlement of claims:**

Bank would endeavor to settle the claims in respect of deceased depositors and release payments to survivor(s)/ nominee(s) within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimants, to the bank's satisfaction.

**5.5. Interest Payable on Term Deposit in Deceased Account:**

- In the event of death of the depositor before the date of maturity of deposit and amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate obtaining on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity as per the Bank's policy in this regard.
- If the amount of deposit is claimed before the date of maturity, interest at the rate applicable to the period for which the deposit has remained with the bank, without any penalty will be paid.
- However, in the case of death of the depositor after the date of maturity of the deposit, the bank shall pay interest at savings deposit rate applicable on the date of maturity from the date of maturity till the date of payment.

**5.6. Insurance Cover for Deposits:**

All bank deposits are covered under the insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) subject to certain limits and conditions. The details of the insurance cover in force will be made available to the depositor.



**5.7. Stop Payment Facility:**

Bank would accept stop payment instructions from the depositors in respect of cheques issued by them. Immediately on receipt of customer's instructions Bank will give acknowledgement and take action, provided these cheques have not already been cleared by the Bank. Bank would levy charges, if any and the same would be included in the Tariff schedule as amended from time to time. In case a cheque has been paid after stop payment instructions are acknowledged, Bank would reimburse and compensate the customer as per the compensation policy of the Bank.

**5.8. Redressal of complaints and grievances:**

Depositors having any complaint / grievance with regard to services rendered by the Bank has a right to approach authority (ies) designated by the Bank for handling customer complaint / grievances. The details of the internal set up for redressal of complaints / grievances will be displayed in the branch premises. The branch officials shall provide all required information regarding procedure for lodging the complaint. In case the depositor does not get response from the Bank within 30 days from date of complaint or he/she is not satisfied with the response received from the Bank, he/she has a right to approach Banking Ombudsman appointed by the Reserve Bank of India.

**5.9. Survey on customer satisfaction:**

Conducting a periodical survey on the services rendered by the Bank would be of more help to know the customer's expectations and their problems due to procedural aspects, or due to behavioral attitude of staff. The survey would also include speed, accuracy, and convenience in transactions, products/services etc., provided by the Bank, to identify the problem prone areas prevailing and to streamline/eliminate such problems. Survey findings would be placed to Customer Service Committee of the Board for its directions.

**5.10. Extension of Alternate Delivery Channels to Savings Bank & Current Deposit account holders**

The Bank offers choice of electronic channels to customers for conducting their banking transactions. The choice of electronic channels includes ATM, Internet Banking, Mobile Banking including SMS Banking facility and Phone Banking. Wherever such electronic facilities are offered as a part of the basic account/ product, Bank will obtain specific consent of the customers after explaining the risk associated for availing the facility.

**5.11. Information regarding Products and Services:**

Complete information regarding products and services, minimum balance requirements, interest rates and service charges besides the terms and conditions applicable to them shall be made available in a transparent manner through the following methods as per the choice of the customer viz.,

- By sending SMS or emails
- Through electronic or print media
- Display on Bank's website
- Display on Branch Notice Board

**5.12. Display in Bank's website:**

The Policy on Deposits shall be displayed on the Bank's website.

## **SECTION B: - POLICY ON UNCLAIMED DEPOSITS, 2021-22**

### **1. Purpose of the Policy:**

The aim of this policy is to bring to the knowledge of customers the various features relating to classification of unclaimed deposits/inoperative accounts, maintaining record of these accounts and carrying out review periodically. This policy is also prepared taking into account the inherent risk associated with the inoperative accounts and the need to take proactive steps to find out the account holders of inoperative accounts with an intention to convert accounts into operative state and/or to settle the amount to the proper persons.

The objective of this policy is to establish a system of classification of inoperative accounts, enumerate various steps to be taken by the bank to make the procedure simple and safe to the account holders to convert these accounts into operative state and/or to get the amount in these accounts.

The document also outlines the guiding principles in respect of formulation of various safeguards and obligations on the part of the bank to fulfill its commitments towards the customers and recognize their rights.

### **2. Objective of the Policy:**

1. To segregate and maintain separately, the deposit accounts which have not been operated upon over a period of two years. This segregation of the inoperative accounts is from the point of view of reducing risk of frauds, record keeping and periodic review of accounts.
2. To have a mechanism for periodic transfer of unclaimed deposits to DEAF, settlement of refund claims, complaint redressal etc.
3. The need to identify the owners of the unclaimed deposits/inoperative accounts is closely linked to KYC due diligence. Bank will display the list of unclaimed deposits/inoperative accounts which are inactive / inoperative for ten years or more on the website. The list so displayed on the website will contain only the names of the account holder(s) and his/her address.
4. The process for the above includes (i) annual review of accounts in which there are no operations, (ii) permitting operations in such accounts after due diligence and (iii) settlement of claims as per the laid down procedure etc.

### **3. Scope of the Policy:**

#### **Definition of Inoperative and Unclaimed Deposits:**

##### **3.1. Inoperative accounts:**

As per RBI guideline, a savings as well as current account should be treated as inoperative/dormant if there are no transactions in the account for over a period of two years

For the purpose of classifying an account as 'Inoperative', the debit/credit transactions induced at the instance of customers as well as through third party are considered. A transaction in any account is treated as 'Customer Induced', if it has been induced at the instance of customers as well as third parties. Mandate from the customer for crediting the interest on Fixed deposit account to the Savings Bank account and credit of such interest to the Savings Bank account will be treated as a customer induced transaction and the account will be treated as operative account. However, service charges levied by the bank or interest credited by the bank on Savings Bank account are not considered as a transaction.

RBI vide their letter no. DBOD.No.Leg.BC.36/09.07.005/2014-15 dated 01/09/2014 clarified that since dividend on shares is credited to the Savings Bank accounts as per mandate of the customer, the same should be treated as customer induced transaction. As such, an account should be treated as operative account as long as the dividend is credited to the Savings Bank account.

The Saving Bank account can be treated as inoperative account only after two years from the date of last credit entry of the dividend/interest on Fixed Deposit, provided there is no other customer induced transaction.

##### **3.2. Unclaimed Deposits:**

1. Savings Bank accounts and Current accounts which have not been operated (other than interest credits and service charges debits) for 10 years and above from the date of last operation are classified as Unclaimed deposits. Identification of such deposits has been system enabled.

2. A term deposit account shall be classified as unclaimed deposit if the same is not withdrawn after 10 years or more from the date of original maturity i.e., the period specified by the customer while placing the deposit.

#### **4. Regulatory Reference:**

##### **Reserve Bank of India guidelines:**

Section 26 of the Banking Regulation Act, 1949 provides, inter alia, that every banking company shall, within 30 days after close of each calendar year, submit a return in the prescribed form and manner to the Reserve Bank of India as at the end of each calendar year (i.e., 31<sup>st</sup> December) of all accounts in India which have not been operated upon for 10 years.

In view of the increase in the amount of the Unclaimed deposits with banks year after year and the inherent risk associated with such deposits, banks should play a more pro-active role in finding the whereabouts of the account holders whose accounts have remained inoperative.

#### **5. Policy statement and Details & Resources :**

##### **5.1. Review of accounts not operated for more than one year:**

Reserve Bank of India had directed Banks to play a more pro-active role in finding the whereabouts of the account holders whose accounts have remained inoperative. Bank follows the Reserve Bank of India's instructions with regard to inoperative accounts.

- Bank will make an annual review of accounts in which there are no operations (i.e., no credit or debit other than crediting of periodic interest or debiting of service charges) for more than one year. The bank may approach the customers and inform them in writing/send SMS, if valid mobile number exists, that there has been no operation in their accounts and ascertain the reasons for the same. In case the non - operation in the account is due to shifting of the customers from the locality, they may be asked to provide the details of the new bank accounts to which the balance in the existing account could be transferred.
- If the letters are returned undelivered, they may be immediately put on enquiry to find out the whereabouts of customers or their legal heirs in case they are deceased.
- In case the whereabouts of the customers are not traceable, bank may consider contacting the persons who had introduced the account holder. Bank may also consider contacting the employer/or any other person whose details are available with them. Bank may also contact the account holder telephonically in case his Telephone number/Mobile number has been furnished to the bank. In case of Non Resident accounts, the bank may also contact the account holders through e-mail and obtain their confirmation of the details of the account.
- In case there is no reply from the account holder, a savings as well as current account will be treated as inoperative/dormant if there are no transactions in the account for over a period of two years.

- In case any reply is given by the account holder furnishing reasons for not operating the account, bank will continue classifying the same as an operative account for one more year within which period the account holder may be requested to operate the account. However, in case the account holder still does not operate the same during the extended period, Bank will classify the same as inoperative account after the expiry of the extended period.
- The segregation of the inoperative accounts is from the point of view of reducing risk of frauds etc. and the customer will not be inconvenienced in any way, just because his account has been rendered inoperative. The classification is there only to bring to the attention of dealing staff, the increased risk in the account. The transaction may be monitored at a higher level both from the point of view of preventing fraud and making a suspicious transactions report.
- Operation in such accounts may be allowed after due diligence (KYC) as per risk category of the customer. Due diligence means ensuring genuineness of the transaction, verification of the signature and identity etc. However, customer will not be inconvenienced as a result of extra care taken by the bank.
- There will not be any charge for activation of inoperative account.
- The amounts lying in the inoperative accounts will be properly audited by the internal auditors/statutory auditors of the bank.
- Accounts opened for credit of Direct Benefit Transfer under various Government sponsored schemes such as Pensions/ Scholarships/Other social security benefits etc. shall not be classified as dormant/ in-operative due to non-operation of the account for over two years.
- Interest on savings bank accounts will be credited on regular basis irrespective of the account being in operative or dormant status.
- If a Fixed Deposit matures and proceeds are unpaid/unclaimed for more than Ten years from the original maturity date ,the same will be classified as Unclaimed deposit and the amount left unclaimed with the bank will attract interest as per the Banks Policy on Deposits.

**5.2.Prior notice on classification of the account as In-operative:**

- Bank would review on a monthly basis all Savings Bank and Current accounts to identify accounts where there have been no operations for more than one year. Such accounts would be marked as “Inoperative”. SMS/ email/ letter would be sent to all such account holders requesting them to activate their account or provide the reason for not operating the account.
- Similarly, Bank would review on a monthly basis all Savings Bank and Current accounts to identify accounts wherein there are no operations for more than 21 months. SMS/ email/ letter would be sent to all such customers informing them that their accounts are going to become

inoperative within 3 months with request to put through a transaction (credit or debit) to keep the account active.

- Similarly SMS would be sent advising them about their account having being classified as inoperative/dormant. Charges would not be levied merely because an account is inoperative/dormant. However in case of inoperative/dormant accounts where minimum balance is not maintained, a quarterly account maintenance fee would be charged.

### **5.3. Transfer of Unclaimed Deposits to DEAF Fund:**

Pursuant to establishment of the “Depositors Education and Awareness Fund”(the FUND) as notified in the “Depositors Education and Awareness Fund Scheme, 2014” by Reserve Bank of India (RBI), any deposit or any amount remaining unclaimed for more than ten years shall be credited to the FUND with RBI with effect from 23.05.2014. The amount becoming due in each calendar month (i.e. proceeds of the inoperative accounts and balances unclaimed for ten years or more) would be transferred to the FUND in the subsequent month.

Savings Bank accounts and Current accounts which have not been operated (other than interest credits and service charges debits) for 10 years and above from the date of last operation and Term deposit amount remaining unpaid/unclaimed for more than ten years from the original maturity date will be marked as Unclaimed Deposits by the system and the home branch will be changed to CO: Development Department on monthly basis. Branches can only view such accounts and no operations are permitted in the accounts at Branch level. Separate GL codes have been created for this purpose. System would take care of interest application for Savings Bank accounts periodically.

### **5.4. Refunds and Interest:**

The depositor would, however, be entitled to claim from the Bank his deposit or any other unclaimed amount or operate his account after the expiry of ten years, even after such amount has been transferred to the Fund.

In case of demand from customer/depositors whose unclaimed amount/deposit had been transferred to Fund, bank shall repay the customer/depositor along with interest if any and lodge a claim for refund for an equivalent amount paid to the customer/depositor.

The Interest payable, if any, from the fund on a claim shall accrue only from the date on which the balance in an account was transferred to the Fund to the date of payment to the customer/depositor.

Payment of interest on accounts transferred to DEA Fund of RBI:



The Bank would be liable to pay the amount to the depositor/claimant and claim refund of such amount from the DEA Fund. The interest payable on the amount shall be as follows:

<b>Type of account</b>	<b>Interest paid till transfer to DEA Fund of RBI.</b>	<b>Interest paid after transfer of the amount to DEA Fund of RBI</b>
Current Account	NIL	NIL
Savings Bank Account	<b>At applicable Savings Bank interest as revised from time to time by the Bank.</b>	As specified by RBI from time to time. Presently, at 3.5% simple interest per annum with effect from July 01, 2018. The Bank shall claim such interest only from the date on which the balance in the account was transferred to the Fund till the date of payment to the customer/ depositor.
Term Deposits	From the date of maturity till transfer to DEA Fund, the customer will be eligible for interest for overdue period as under: <ul style="list-style-type: none"> <li>• If the maturity proceeds are withdrawn, interest as per prevailing Savings Bank interest rate.</li> <li>• In case of renewal of the deposit, it will attract interest as per the Banks Policy on Deposits.</li> </ul>	

The Bank would carry out proper due diligence as per the risk category of the customers before making payments to the customers approaching the Bank for repayment of amount transferred to the Fund. Also the Bank would invariably verify the genuineness of the transactions and ensure that the amounts paid to the customers are properly audited by the internal auditors/statutory auditors.

The above guidelines on DEAF Scheme have come into operation with effect from 24.05.2014, the date of notification of the Scheme in the Official Gazette.

## **6. Roles and Responsibilities**

### **6.1. Updation of list of unclaimed deposit accounts in Bank's website:**

Bank would display the list of unclaimed deposits/inoperative accounts which are inactive/inoperative for ten years or more and have been transferred to RBI in the Bank's website. The list would contain the names of the account holder(s) and his/her address in respect of the unclaimed deposits/inoperative accounts. In case such accounts are not in the name of individuals, the names of individuals authorized to operate the accounts would be indicated. The list so published will have a "Search" option for identifying accounts if any with the name

of matching input. The procedure for claiming the Unclaimed Deposit account(s) and the claim form to be submitted by the depositor would be displayed in Bank's website.

## **6.2. Process for claim of unclaimed deposits:**

### **Claim from customers:**

- Account holders after confirming the availability of their name and address on the list of Unclaimed deposits displayed on website are to visit the branch where they are maintaining their account and submit the "Claim Form" (As ported in the website), duly filled in and signed, along with the available details of the account viz., Pass book/Statement of account, Term Deposit Receipt etc., with recent photographs, valid Identity and address proof documents (KYC documents) with originals for verification.
- The same approach would be adopted where customers directly approach the branch with details of their unclaimed deposits.

### **Claim from legal heir / Nominee – legal heir/ Nominee:**

- Legal heir/Nominee(s) to visit the branch and submit the Unclaimed deposits claim form duly filled in and signed, along with the following documents/other documents as required by branch, Passbook/Term Deposit Receipt, valid Identity proof of the claimant(s), copy of death Certificate of the account holder, Copy of legal heirship certificate, if available.
- For detailed process, the Policy on Deposit, Settlement of claims in respect of Deceased Account holders may be referred to which is placed on the Bank's website.

### **Claim of Non-individuals accounts:**

- For claim of non-individual accounts including Proprietorship and HUF, the claim forms are to be submitted on Company's/Firm's letter head duly signed by authorized signatories along with valid identity proof.

## **6.3. Grievance Redressal Mechanism for quick resolution of complaints:**

The entire Bank's grievances redressal machinery is committed to resolve the complaints received against the branches or any other organ of the Bank. Branch Manager would also be responsible to ensure closure of all complaints received at the branches. It is the Branch Manager's foremost duty to see that the complaint is resolved to the customer's satisfaction and if the customer is not satisfied, then the complainant should be provided with alternative avenues to escalate the issue. If the Branch Manager feels that is not possible at his/her level to solve the problem he/she can refer the case to Zonal Office for guidance. Similarly, if Zonal

Offices find that they are not able to solve the problem, such cases may be referred to the Nodal Officer at Corporate Office.

## **7. Role of Internal Audit and Compliance:**

### **Record Keeping:**

In case of unclaimed deposits, the liability continues to be outstanding and the records would be maintained /preserved. Necessary care would be taken in preserving the records pertaining to the unclaimed deposits till the outstanding is paid and rounded off.

Notwithstanding anything contained in the Banking Companies (Period of Preservation of Records) Rules, 1985 or Co-operative Banks (Period of Preservation of Records) Rules, 1985, the records/documents containing details of all accounts and transactions has to be preserved, including deposit accounts in respect of which amounts are required to be credited to the Fund permanently. All records/documents in respect of such accounts and transactions, has to be preserved for a period of at least five years from the date of refund from the Fund.

RBI, may call for all relevant information in respect of an account or deposit or transaction for which a claim for refund has been submitted accordingly.

***Managing Director & Chief Executive Officer is empowered to make addition/deletion/modification and any other amendment to the policy on Unclaimed Deposits, henceforth.***

## **SECTION C: NON RESIDENT INDIAN DEPOSIT SCHEMES**

**RBI guidelines are strictly to be followed in respect of Non Resident Accounts.**

### **1. Purpose / Objective / Scope of Policy & Regulatory Reference:**

#### **1.1. Non-resident Indian (NRI)**

As FEM (Deposit) Regulations, 2000 have been repealed and replaced by FEM (Deposit) Regulations, 2016 with effect from April 1, 2016 (FEMA 5(R)), the term NRI, wherever it appeared, has been replaced by NRI and/or PIO. Prior to this, PIOs were covered within the definition of NRI.

'Non-Resident Indian (NRI)' means a person resident outside India who is a citizen of India.

**As per Union Budget 2020, an NRI who visited India would be considered a resident if they spent 182 days or more in the previous year in the country, in addition to an aggregate stay of 365 days or more in the preceding four years.**

#### **1.2. Person resident outside India:**

A person who has gone out of India or who stays outside India, in either case

- a) for or on taking up employment outside India
- b) for carrying on outside India a business or vocation, or
- c) for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period and Indian students studying abroad.

#### **1.3. Person of Indian Origin (PIO):**

A 'Person of Indian Origin (PIO)' is a person resident outside India who is a citizen of any country other than Bangladesh or Pakistan or such other country as may be specified by the Central Government, satisfying the following conditions:

- a. Who was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or
- b. Who belonged to a territory that became part of India after the 15th day of August, 1947; or
- c. Who is a child or a grandchild or a great grandchild of a citizen of India or of a person referred to in clause (a) or (b); or
- d. Who is a spouse of foreign origin of a citizen of India or spouse of foreign origin of a person referred to in clause (a) or (b) or (c)

PIO will include an 'Overseas Citizen of India' cardholder within the meaning of Section 7(A) of the Citizenship Act, 1955.

#### **1.4.Exemptions:**

These restrictions are not applicable for the following:

Deposits in rupee accounts and special rupee accounts maintained by foreign diplomatic missions and diplomatic personnel.

Foreign currency accounts maintained by diplomatic missions, diplomatic personnel and non-diplomatic staff who are the nationals of the concerned foreign countries and hold official passport of foreign embassies in India, subject to the following conditions:

- a) The permissible credits to the account will be inward remittances received from outside India through banking channels; and transfer of funds, from the rupee account of the diplomatic mission in India, which are collected in India as visa fees and credited to such account;
- b) Funds held in such account if converted in rupees cannot be converted back into foreign currency;
- c) The account may be held in the form of current or term deposit account, and in the case of diplomatic personnel and non-diplomatic staff, may also be held in the form of savings account;
- d) The rate of interest on savings or term deposits shall be such as may be determined by the authorised dealer maintaining the account;
- e) The funds in the account may be repatriated outside India without the approval of Reserve Bank.
- f) Deposits with authorized dealer maintained in rupees by persons resident in Nepal and Bhutan.
- g) Deposits with authorized dealer maintained by any multilateral organization and its subsidiary/ affiliate bodies and officials in India, of which India is a member nation.

#### **2. Policy statements and details:**

##### **Types of Accounts:**

##### **1. Accounts in Indian Rupees**

- Non-Resident Ordinary (NRO) Account
- Non-Resident (External) Rupee (NRE) Account
- **Special Non-Resident Rupee Account - SNRR**

##### **2. Accounts in Foreign Currency**

- Foreign Currency Non-Resident (FCNR) Deposit Account
- Resident Foreign Currency (RFC) Account (for returning Indians)

**2.1. Non-Resident Ordinary (NRO) account:**
**Eligibility:**

- Any person resident outside India may open and maintain NRO account for the purpose of putting through bonafide transactions denominated in Indian Rupees.
- Opening of accounts by entities of Bangladesh ownership, individuals/entities of Pakistan nationality / ownership require prior approval of the Reserve Bank.
- Individuals of Bangladesh are permitted to open accounts subject to the individual/s holding a valid visa and valid residential permit issued by foreigner Registration Office (FRO) / Foreigner Regional Registration Office (FRRO) concerned.
- **Authorized Dealers may open only one Non-Resident Ordinary (NRO) Account for a citizen of Bangladesh or Pakistan, belonging to minority communities in those countries, namely Hindus, Sikhs, Buddhists, Jains, Parsis and Christians, residing in India and who has been granted a Long Term Visa (LTV) by the Central Government.**

**Features**

- NRO accounts can be opened and maintained in the form of current, savings, recurring or fixed deposit accounts.
- Accounts are maintained in Indian Rupees.
- Loan and nomination facilities are available.
- The accounts may be held jointly with resident on Former or Survivor basis.
- Joint Accounts between NRIs / PIOs is permitted,
- The existing deposit accounts of a person going abroad for any purpose indicating his intention to stay outside India for an uncertain period, should be designated as a Non-Resident (ordinary) account.
- Operation by Power of Attorney is restricted to permissible local payments in rupees, remittance of current income to the account holder or remittance to the account holder himself through normal banking channel.

**Foreign nationals of non-Indian origin on a visit to India:**

- NRO (current/savings) account can be opened by a foreign national of non-Indian origin visiting India, with funds remitted from outside India through banking channel or by sale of foreign exchange brought by him to India.
- The balance in the NRO account may be converted into foreign currency for payment to the account holder at the time of his departure from India provided the account has been maintained for a period not exceeding six months and the account has not been credited with any local funds, other than interest accrued thereon.

- In case the account has been maintained for a period more than six months, applications for repatriation of balance will have to be made by the account holder concerned on plain paper to the Regional Office concerned of the Reserve Bank.
- To facilitate the foreign nationals to collect their pending dues in India re-designate their resident account maintained in India as NRO account on leaving the country after their employment subject to the bank satisfying itself that the credit of amounts are bona fide dues of the account holder when she/ he was a resident in India.
- The funds credited to the NRO account should be repatriated abroad immediately, subject to payment of the applicable income tax and other taxes in India.
- The amount repatriated abroad should not exceed USD one million per financial year.
- The debit to the account should be only for the purpose of repatriation to the account holder's account maintained abroad.
- The account should be closed immediately after all the dues have been received and repatriated as per the declaration made by the account holder when the account was designated as an NRO account.

#### **Permitted Credits:**

- Transfer of funds from one NRO Account to another NRO Account is permitted
- Proceeds of remittances received in any permitted currency from outside India through normal banking channels or any permitted currency tendered by the account holder during his temporary visit to India or transfers from rupee accounts of non-resident banks.
- Legitimate dues in India of the account holder. This includes current income like rent, dividend, pension, interest etc., as also sale proceeds of assets including immovable properties acquired out of rupee/ foreign currency funds or by way of legacy/ inheritance.
- Any foreign currency, which is freely convertible, tendered by the account holder during his temporary visit to India. Foreign currency exceeding USD 5000 or its equivalent in the form of cash should be supported by currency declaration form. Rupee funds should be supported by encashment certificate, if they represent funds brought from outside India.
- Resident individual may make a rupee gift to a NRI/PIO who is a close relative of the resident individual [close relative as defined in Section 6 of the Companies Act, 1956] by way of crossed cheque /electronic transfer. The amount shall be credited to the Non-Resident (Ordinary) Rupee Account (NRO) a/c of the NRI / PIO and credit of such gift amount may be treated as an eligible credit to NRO a/c. The gift amount would be within the



overall limit prescribed under the Liberalized Remittance Scheme (LRS) for a resident individual.

- Resident individual may lend to a Non-resident Indian (NRI)/ Person of Indian Origin (PIO) close relative [means relative as defined in Section 6 of the Companies Act, 1956] by way of crossed cheque /electronic transfer, subject to conditions within the overall limit prescribed under the Liberalized Remittance Scheme available for a resident individual. The loan amount should be credited to the NRO a/c of the NRI /PIO. Credit of such loan amount may be treated as an eligible credit to NRO account.
- **Transfer from rupee accounts of Non-resident banks**
- **Transfer from NRO /NRE /FCNR(B)(including interest)**
- **Sale proceeds of shares, debentures, Govt. Securities.**

**Permitted debits:**

- All local payments in rupees including payments for investments subject to compliance with the relevant regulations made by Reserve Bank.
- Transfer to other NRO account.
- Remittance outside India of current income in India of the account holder net of applicable taxes.
- Remittance up to USD one million, per financial year, out of NRO account of NRI / PIO for all bonafide purposes to the satisfaction of the authorized dealer bank, as per the extant RBI guidelines.
- NRIs are permitted to transfer funds from NRO account to NRE account within the overall ceiling of USD 1 million per financial year, as per the extant RBI guidelines, subject to payment of taxes as applicable (i.e as applicable if funds were remitted abroad).
- Income-Tax - The remittances (net of applicable taxes) will be allowed to be made by the Authorized Dealer banks on production of requisite information in the formats prescribed by the Central Board of Direct Taxes, Ministry of Finance, Government of India from time to time. Reserve Bank of India will not issue any instructions under FEMA, clarifying tax issues. It shall be mandatory on the part of Authorized Dealers to comply with the requirement of tax laws, as applicable.
- **Settlement of transactions relating to International Credit cards. Authorized Dealer banks have been permitted to issue International Credit Cards to NRIs/PIOs, without prior approval of Reserve Bank. Such transactions may be settled by inward**

remittance or out of balances held in the cardholder's FCNR (B) / NRE / NRO Accounts.

**Grant of Loans/Overdrafts (NRO accounts):**

**a) To Account holder:**

- Loans can be granted to non-resident account holders in rupees in India only against security of fixed deposits for personal purposes or for carrying on business activities. Loan should not be granted for the purpose of re-lending or carrying on agricultural/ plantation activity or for investment in real estate business.
- Overdraft can be permitted subject to commercial judgment and compliance with the interest rate directives.
- Foreign currency loans are not permitted in India and abroad.
- **Funds held in NRO accounts of the depositor should be his own funds and not borrowed funds.**
- **Loans cannot be repatriated outside India**

**b) To Third parties:**

- Loans/ overdrafts to resident individuals/ firms/companies in India may be granted against the security of deposits held in NRO accounts, subject to the following terms and conditions.
- The loans shall be utilized only for meeting borrower's personal requirements and/or business purpose and not for carrying on agricultural /plantation activities or real estate business, or for re-lending.
- Regulations relating to margin and rate of interest as stipulated by Reserve Bank of India / our Bank from time to time shall be complied with.
- The usual norms and considerations as applicable in the case of advances to trade/industry shall be applicable for such loans/facilities.
- Foreign currency loans are not permitted in India and abroad.

**Change of resident status of account holder:**

- NRO account to be re-designated as resident rupee account on the return of the account holder to India for any purpose indicating his intention to stay in India for an uncertain period.
- Where the account holder is only on a temporary visit to India, the account should continue to be treated as non-resident during such visit.

- When a resident Indian becomes a person resident outside India, the existing account shall be designated as NRO account.
- **Payment of funds to Non-resident nominee:**
- The amount due/payable to non-resident nominee from the account of a deceased account-holder shall be credited to NRO account of the nominee with an authorized dealer/authorized bank in India.

### **Operation of NRO account by Power of Attorney holder:**

Powers have been delegated to the Authorized Dealers/ Authorized banks to allow operations in an NRO account in terms of a Power of Attorney granted in favour of a resident by the non-resident individual account holder provided such operations are restricted to local payments and remittances to non residents.

The resident Power of Attorney holder is not permitted to repatriate outside India funds held in the account other than to the non-resident individual account holder himself nor to make payment by way of gift to a resident on behalf of the non- resident account holder or transfer funds from the account to another NRO account.

### **2.2. Non-Resident (External) Rupee Account:**

#### **Eligibility:**

- All Non-resident Indians (NRIs) are permitted to open and maintain Non-Resident (External) Rupee account.
- The account should be opened by the NRI himself and not by the holder of Power of Attorney in India
- Opening of NRE accounts in the names of NRIs' of Bangladesh/Pakistan nationality/ownership requires approval of RBI.

#### **Types of Accounts:**

- NRE accounts can be opened and maintained in the form of current, savings, recurring or fixed deposit accounts.
- Fixed deposit can be opened for a minimum period of one year and over and for periods up to 10 years.
- Accounts are maintained in Indian Rupees
- Loan and nomination facilities are available.

- Joint accounts in the names of two or more non-resident individuals may be opened provided all the account holders are persons of Indian Nationality or Indian origin.
- Opening of these accounts by a non-resident jointly with a resident is permissible provided the resident is categorized as close relative – relative as defined in Section 6 of the **Companies Act 2013**, on former (non-resident) or survivor (resident) basis, The resident close relative shall be eligible to operate the account as a power of attorney holder in accordance with extant instructions during the life time of the NRI / PIO account holder.
- Account may be opened in the name of an eligible NRI during his temporary visit to India against tender of foreign currency travelers' cheques or foreign currency notes and coins tendered, provided Bank is satisfied that the person has not ceased to be non-resident.

**Operations by Power of Attorney:**

- Banks may allow operations on an NRE account in terms of Power of Attorney or other authority granted in favour of a resident by the non-resident account holder, provided such operations are restricted to withdrawals for local payments. The remittances under power of attorney are permitted only to the non-resident account holder provided the specific powers for the purpose have been given.
- In cases where the account holder or a bank designated by him is eligible to make investments in India, the Power of Attorney holder may be permitted to operate the account to facilitate such investment.
- **Branches should not allow any credit to NRE accounts against proceeds of foreign currency notes/ Travellers Cheques tendered by the PA holder (i.e. in the absence of the account-holder) under any circumstances.**
- **PA holder can transfer funds from NRE SB/CA account. for parking the same in Term Deposits, close the term deposits for re-credit to NRE SB/CA account, renew the deposits for further term and transfer the entire accounts to other branches of our bank (not partly), provided, a clear mandate and authority are given by the NRI. However, care is to be taken to ensure that the above relaxations do not lead to repatriation on instructions from PA holder.**
- The resident Power of Attorney holder is not allowed to
  - (a) **Open or close a NRE account;**
  - (b) Repatriate outside India funds held in the account other than to the account holder himself;
  - (c) Make payment by way of gift to a resident on behalf of the account holder;
  - (d) Transfer funds from the account to another NRE account.

**Permitted Credits:**

- Proceeds of remittances from abroad in any permitted currency
- Proceeds of personal cheques drawn by the account holder on his foreign currency account and of travelers' cheques, bank drafts payable in any permitted currency.
- Instruments expressed in Indian Rupees for which reimbursement will be received in foreign currency
- Foreign currency/bank notes tendered by account holder during his temporary visit to India, provided the amount was declared on a CDF where applicable.
- Interest accruing on the funds held in the account.
- Interest on Government securities and dividend on units of mutual funds, provided the securities/units were purchased by debit to the account holder's NRE/FCNR account or out of inward remittance through normal banking channels.
- Maturity proceeds of Government securities including National Plan/ Savings Certificates as well as proceeds of Government securities and units of mutual funds sold on a recognized stock exchange in India and sale proceeds of units received from mutual funds, provided the securities/units were originally purchased by debit to the account holders' NRE/FCNR account or out of remittances received from outside India in foreign exchange.
- Refund of share /debenture subscriptions to new issues of Indian companies or portion thereof, if the amount of subscription was paid from the same account or from other NRE/FCNR account of the account holder or by remittance from outside India through normal banking channels.
- Refund of application/ earnest money made by the house building agencies on account of non-allotment of flat/plot, together with interest, if any (net of income tax payable thereon), provided the original payment was made out of NRE/FCNR account of the account holder or remittance from outside India through normal banking channels and the authorized dealer is satisfied about the genuineness of the transaction.
- Transfers from other NRE/FCNR accounts.
- Any other credit if covered under general or special permission granted by Reserve Bank.
- Transfer from NRO accounts within the overall ceiling applicable for repatriation of funds from NRO accounts, as per extant RBI guidelines.(presently the limit is USD 1 mio per financial year).

- Current income like rent, dividend, pension, interest etc. of NRIs will be construed as a permissible credit to their NRE account provided the Authorised Dealer is satisfied that the credit represents current income of the NRI account holder and income tax thereon has been deducted/ paid/ provided for, as the case may be.
- **Transfer of balances from EEFC/RFC/RFC(D) accounts consequent to change in status from resident to non-resident.**
- **Maturity proceeds of Insurance, Investment made in India, provided the same were originally purchased by debit to the account holder's NRE account or FCNR(B) account**

**Permitted debits:**

- Local disbursements
- Remittance outside India
- Transfer to NRE/FCNR accounts of the account holder or any other person eligible to maintain such account.
- Investment in shares/securities/commercial paper of an Indian Company or for purchase of immovable property in India provided such investment/ purchase is covered by the regulations made, or the general/special permission granted by RBI.
- **Payment of passage fare to travel from/to India.**
- **Investment in insurance, NSC, deposits etc.**
- **Settlement of transactions related to international credit cards.**
- **Issue of FC notes/FCTC encashable outside India for self, spouse or dependents.**

**Interest rates of NRO / NRE Deposits:**

The present guidelines are:

<b>Nature of Account</b>	<b>Percentage per annum</b>
Current Account	Nil
Savings Bank	At par with domestic savings deposits.
Term Deposits	The interest rates are deregulated by RBI and banks are permitted to fix own rate of interest. However, interest rates offered by banks on NRE deposits cannot be higher than those offered by them on comparable domestic rupee deposits. In our bank, the rates are fixed in line with domestic deposit rate and the minimum deposit period is fixed as 1 year with a maximum period of 10 years.

**NRE and NRO Deposits- Pre closure**

- For Deposits up to Rs.5Lakhs:

No penalty to be levied for pre closure of deposits i.e. eligible interest rate will be the applicable card rate for the actual period run prevailing on the date of deposit.

- For Deposits above Rs. 5Lakhs:
  - Eligible rate will be the applicable card rate for the actual period run prevailing on the date of deposit less 1.00% p.a. for fore closure charges.
  - Penalties for premature withdrawal shall be levied for conversion of NRE deposit into FCNR (B) deposit and vice versa.
  - No foreclosure charges to be levied for deposits in the name of staff/ex staff / ex -staff cum senior citizen.
  - **Where NRE deposit is to be closed before maturity, before completion of 12 months from the date of deposit, no interest shall be payable on such premature closure.**
  - **Where the NRE deposit is to be closed before maturity on or after completion of twelve months from the effective date of deposit, there will be no penalty for premature closure. The applicable interest for the period the deposit has run or the contracted interest rate whichever is less, ruling on the date of deposit, will be payable**

**Premature withdrawal of NRE term deposits for conversion into Resident Foreign Currency (RFC) account:**

As per the guidelines of RBI, in the case of premature withdrawal of NRE term deposits for conversion into Resident Foreign Currency (RFC) Account, the bank should not levy any penalty.

If an NRE account holder, immediately on return to India, requests for conversion of the NRE term deposit into Resident Foreign Currency Account (RFC), interest shall be paid as under:

- If the NRE deposit has not run for a minimum period of one year, interest shall be paid at a rate not exceeding the rate payable on savings deposits held in RFC accounts.
- In all other cases, interest shall be paid at the contracted rate.



**Penalty on premature withdrawal of NRE term deposits:**

- Where NRE term Deposit is foreclosed for conversion into Resident Foreign Currency account, the penal charges debited by the system is to be manually reversed. In this regard, Branches are to ensure that entire proceeds, including the penalty charges, are re-invested into RFC account.
- Penalties for premature withdrawal shall however be levied for conversion of NRE deposit into FCNR (B) deposit and vice versa

**Loans against security of funds held in the account:**

- Authorised dealers and banks maintaining such accounts are permitted to grant loans in India to the account holder for personal purposes or for any other subject to compliance with the provisions of the Foreign Exchange Management Regulations, 2000.
- Authorised dealers may grant any type of fund based or non-fund based facilities to resident individuals/firms/companies in India against the collateral of fixed deposits held in NRE account subject to certain conditions.
- Rupee loans in India and foreign currency loans in India/outside India are allowed to depositors/third party without any ceiling to the extent of balance outstanding in NRE/FCNR(B) accounts subject to usual margin requirements. The facility of premature withdrawal of NRE/FCNR (B) deposits shall not be available during the pendency of the loan, where loan against such deposits has been availed.
- Bank shall not mark any type of lien, direct or indirect, against NRE saving deposits.
- The loan amount cannot be repatriated outside India.

**A) To Account holder:**

Authorised dealers and banks maintaining such accounts are permitted to grant loans in India to the account holder for

- Personal purposes or for carrying on business activities except for the purpose of re-lending or carrying on agricultural/ plantation activities or for investment in real estate business.
- Making direct investment in India subject to compliance with the provisions of the Foreign Exchange Management Regulations, 2000.
- Acquisition of flat/house in India for his own residential use subject to the provisions of the relevant Regulations made under FEMA 1999.

**B) To Third Parties:**

Authorised dealers may grant any type of fund based and/or non-fund based facilities to resident individuals/firms/companies in India against the collateral of fixed deposits held in NRE account subject to certain conditions.

**Change of Resident Status of Account holder:**

- NRE accounts should be re-designated as resident accounts or the funds held in these accounts may be transferred to the RFC accounts (if the account holder is eligible for maintaining RFC account) at the option of the account holder immediately upon the return of the account holder to India for taking up employment or on change in the residential status.
- Where the account holder is only on a temporary visit to India, the account should continue to be treated as non-resident during such visit.

**Repatriation of funds to Non-resident nominee:**

- Banks can allow remittance of funds lying in the NRE account of the deceased account holder to his non-resident nominee.
- In the event of the demise of an account holder, balances in the account can be transferred to the non-resident nominee of the deceased account holder. However, request from a resident nominee for remittance of funds outside India for meeting the liabilities, if any, of the deceased account holder or for similar other purposes, should be forwarded to the Reserve Bank for consideration.

**On the death of a foreign currency account holder –**

- a. the authorised dealer with whom the account is held or maintained may remit to a nominee being a person resident outside India, funds to the extent of his share or entitlement from the account of the deceased account holder
- b. a nominee being a person resident in India, who is desirous of remitting funds outside India out of his share for meeting the liabilities abroad of the deceased, may apply to the Reserve Bank for such remittance.
- c. a resident nominee of an account held outside India in accordance with Regulation 5 of Foreign Exchange Management (Foreign Currency Accounts by a person resident in India) Regulations, 2015, dated January 21, 2016, (viz., paragraph 4 of Part I of this Master Direction) has to close the account and bring back the proceeds to India through banking channels.

➤ For details please refer RBI Master Direction on Remittance of Assets

### **Interest payable on the NRE term deposit account of deceased depositor**

In case the claimants of an NRE term deposit account of a deceased depositor are residents, the deposit on maturity shall be treated as a domestic rupee term deposit and interest shall be paid for the subsequent period at a rate applicable to a domestic term deposit of similar maturity.

#### **Tax exemption:**

- Income from interest on balances standing to the credit of NRE accounts is exempt from Income Tax. Likewise balances held in such accounts are exempt from wealth tax.
- **For detailed instructions regarding NRE/NRO accounts please refer our circular FX-45/2020-21 dated 14.12.2020**

### **2.3. Foreign Currency (Non-Resident) Banks Scheme (FCNRB) Account:**

#### **Eligibility:**

- **NRIs/PIOs are eligible to open and maintain these accounts with an authorized dealer.**
- Opening of FCNR (B) accounts in the names of NRIs of Bangladesh/ Pakistan nationality/ownership requires approval of Reserve Bank.
- Account to be opened with funds remitted from outside India through normal banking channels or funds received in rupees by debit to the account of a non-resident bank maintained with a bank in India or funds which are of repatriable nature in terms of the regulations made by Reserve Bank of India.
- Accounts can also be opened by transfer of funds from existing NRE/FCNR accounts of the same account holder.
- Remittances from outside India for opening of these accounts should be made in the designated currency in which the account is desired to be opened/ maintained.
- If the remittance is received in a currency other than the designated currency (including funds received in rupees by debit to the account of a non-resident bank), it should be converted into the designated currency by the Bank at the risk and cost of the remitter and account should be opened / credited only in the designated currency.
- In case the depositor with any convertible currency other than designated currency desires to place a deposit in these accounts, authorized dealers may undertake with the depositor a fully covered swap in that currency against the desired designated currency. Such a swap may also be done between two designated currencies.

**Designated Currencies:**

- Deposits of funds in the accounts may be accepted in any permitted currency i.e. a foreign currency which is freely convertible as defined in terms of Regulation 2(v) of FEMA 14/2000-RB dated May 3, 2000 as amended from time to time.
- **In our bank FCNR (B) accounts can be opened in the following 8 currencies viz. USD, CAD, GBP, EUR, AUD, JPY, CHF, SGD.**
- Submission of A 2 Form for the purpose of remittance and physical presence of the account holder at the time of closure of deposits need not be insisted. However bonafides of the transaction are to be ensured.

**Type of Account:**

Accounts are opened only in the form of Term Deposit for the following maturity periods

- 1 year and above but less than 2 years
- 2 years and above but less than 3 years
- 3 years and above but less than 4 years
- 4 years and above but less than 5 years
- 5 years only

Recurring deposit is not accepted under FCNR (B) scheme.

**Rate of Interest:**

- The rate of interest payable on FCNR deposits will be in accordance with the directives issued by Reserve Bank and based on the LIBOR/SWAP rates announced by FEDAI , as informed by CO: International **Banking** Department from time to time.
- Interest on balances held in these accounts may be paid half-yearly or on an annual basis as desired by the depositor.
- Interest should be paid on the basis of 360 days to a year.
- Interest on balances held in these accounts may be paid at the intervals of 180 days each and thereafter for the remaining actual no of days.

Payment of interest on term deposit maturing on Saturday/Sunday/ holiday/non-business working day

- In respect of a term deposit maturing for payment on a Saturday / Sunday or a holiday or a non-business working day, interest should be paid at the originally contracted rate on the original principal deposit amount for the Saturday / Sunday / holiday / non-business working day intervening between the date of expiry of the specified term of the deposit and the date of payment of the proceeds of the deposit on the succeeding working day.
- In case of reinvestment deposits, banks should pay interest for the intervening Saturday/Sunday/holiday/non-business working day on the maturity value.

**Payment of interest on overdue FCNR (B) deposits**

- Banks may, at their discretion, renew an overdue deposit or a portion thereof provided the overdue period from the date of maturity till the date of renewal (both days inclusive) does not exceed 14 days.
- The rate of interest payable on the amount of the deposit so renewed should be the appropriate rate of interest for the period of renewal as prevailing on the date of maturity or on the date when the depositor seeks renewal, whichever is lower.
- In the case of overdue deposits where the overdue period exceeds 14 days and if the depositor places the entire amount of overdue deposit or a portion thereof as a fresh FCNR (B) deposit, banks may fix their own interest rates for the overdue period on the amount so placed as a fresh term deposit.
- Banks will have the freedom to recover the interest so paid for the overdue period if the deposit is withdrawn before completion of the minimum stipulated period under the Scheme, after renewal.

**Payment of interest on FCNR (B) deposits of NRIs on return to India**

- Banks may allow FCNR (B) deposits of persons of Indian nationality/origin who return to India for permanent settlement to continue till maturity at the contracted rate of interest, if desired.
- Except the provision relating to rate of interest and reserve requirements as applicable to FCNR(B) deposits, for all other purposes, such deposits should be treated as resident deposits from the date of return of the account holder to India.
- Premature withdrawal of such FCNR (B) deposits should be subject to penal provisions of the Scheme. Banks should convert the FCNR (B) deposits on maturity into Resident Rupee Deposit Account or RFC Account (if eligible) at the option of the account holder.

- The rate of interest on the new deposit (Rupee account or RFC Account) should be the relevant rate applicable for such deposit account.

**Pre-closure of FCNR (B) deposits:**

- If a FCNR (B) deposit is closed before due date, interest rate applicable for the period run without penalty or the contracted rate without penalty, whichever is less, is payable.

**Calculation of interest on renewal of FCNR (B) deposits, after the due date:**

Interest calculation on renewal of FCNR (B) deposits shall be as under:

- If the period from the date of maturity till the date of renewal (both days inclusive) does not exceed 14 days, the rate of interest payable on the amount of the deposit so renewed shall be the appropriate rate of interest for the period of renewal as prevailing on the date of maturity or on the date when the depositor seeks renewal, whichever is lower.
- In all other cases of renewal, interest rates for the overdue period on the renewed amount shall be determined by treating it as a fresh term deposit.
- If, after renewal, the deposit is withdrawn before completion of the minimum stipulated period under the scheme, the interest paid for the overdue period i.e. period beyond the original date of maturity shall be recovered.

**Interest payable on the deposit of a deceased FCNR(B) depositor:**

Interest shall be paid on the term deposits standing in the name(s) of a deceased FCNR(B) individual depositor or two or more joint depositors where one of the depositors has died, as under:-

- If paid on the maturity of the deposit, interest shall be paid at the contracted rate;
- If the deposit is claimed before the maturity date, interest shall be paid at the rate applicable to the period for which the deposit remained with the bank and without charging penalty for pre-payment;
- In case the depositor dies before the date of maturity of the deposit but the amount of the deposit is claimed after the date of maturity, interest shall be paid at the contracted rate till the date of maturity and simple interest at the applicable rate operative on the date of maturity for the period for which the deposit remained with the bank beyond the date of maturity.

- In case of death of the depositor after the date of maturity of the deposit, the interest rate operative on the date of maturity in respect of savings deposits held under Resident Foreign Currency (RFC) Account Scheme shall be paid from the date of maturity till the date of payment.
- ♦ In case the claimants are residents, the maturity proceeds shall be converted into Indian Rupees on the date of maturity and interest shall be paid for the subsequent period at the rate applicable to a domestic term deposit of similar maturity.

**Penalty on Premature Withdrawal of deposits (Penalty as applicable from time to time)**

Penalty shall be levied on premature withdrawal of FCNR(B) deposits

- (i) when the depositors return to India for permanent settlement and if the deposit is not converted to RFC deposit
- (ii) for conversion of FCNR (B) deposits into NRE deposits or vice-versa.

In case of splitting of the amount of term deposit at the request from the claimant/s, no penalty for premature withdrawal of the term deposit shall be levied if the period and aggregate amount of the deposit do not undergo any change.

Penalty would be levied to recover the swap cost in the case of premature withdrawal of FCNR(B) deposits. Swap cost may be ascertained from Treasury branch and recovered.

No penalties shall be levied in the case of premature conversion of balances held in FCNR (B) deposits into RFC Accounts by Non-Resident Indians on their return to India.

No penalty for premature withdrawal shall be levied, where depositors of one Bank desires premature withdrawal of deposit consequent to the transfer of business to another bank.

**Permissible Debits:**

- **Debits as applicable to an NRE account will be applicable.**
- Branches are advised not to insist for the submission of A2 form, purpose of remittance and physical presence of the account holder at the time of closure of deposits. However branches have to ensure bonafides of the transaction.

**Permissible Credits:**

- **Credits as applicable to an NRE account will be applicable.**

**Rate of conversion of Rupees into Designated currencies and vice versa:**

- Remittances received in Indian rupees for opening these accounts shall be converted by the authorized dealer in to the designated foreign currency at the clean TT selling rate for that currency ruling on the date of conversion.
- For the purpose of payment in rupees, funds held in these accounts shall be converted into rupees at the authorized dealer's clean TT buying rate for the concerned currency ruling on the date of withdrawal.

**Loans/ Overdrafts against security of funds held in the account:**

- Rupee loans in India and foreign currency loans in India/outside India are allowed to depositors/third party without any ceiling to the extent of balance outstanding in NRE/FCNR (B) accounts subject to usual margin requirements. The facility of premature withdrawal of NRE/FCNR(B) deposits shall not be available during the pendency of the loan , where loan against such deposits are to be availed of.
- The margin requirement shall be notionally calculated on the rupee equivalent of the deposits.

The loan cannot be repatriated outside India and shall be used for the following purposes:

- personal purposes or for carrying on business activities except for the purpose of relending or carrying on agricultural/ plantation activities or for investment in real estate business;
- making direct investment in India on non-repatriation basis by way of contribution to the capital of Indian firms/ companies subject to the provisions of the relevant Regulations made under the Act;
- acquiring flat/ house in India for his own residential use subject to the provisions of the relevant Regulations made under the Act.

In case of the loan sanctioned to the account holder, it can be repaid either by adjusting the deposits or through inward remittances from outside India through banking channels or out of balances held in the NRO account of the account holder.

In case of loans sanctioned to a third party, there should be no direct or indirect foreign exchange consideration for the non-resident depositor agreeing to pledge his deposits to enable the resident individual/ firm/ company to obtain such facilities.

**Change of resident status of the account holder:**

- When an account holder becomes a person resident in India, deposits may be allowed to continue till maturity at the contracted rate of interest, if so desired by him.



- Except the provisions relating to rate of interest and reserve requirements as applicable to FCNR(B) deposits, for all other purposes such deposits shall be treated as resident deposits from the date of return of the account holder to India.
- Banks should convert the FCNR (B) deposits on maturity into resident rupee deposit accounts or RFC account (if the depositor is eligible to open RFC account), at the option of the account holder and interest on the new deposit (rupee account or RFC account) shall be payable at the relevant rates applicable for such deposits.

**Joint account, repatriation of balances etc.**

- Terms and conditions as applicable to NRE accounts in respect of joint accounts, repatriation of funds, opening account during temporary visit, operation by power of attorney, loans/overdrafts against security of funds held in accounts, shall apply mutatis mutandis to FCNR (B) accounts.

**2.4. Resident Foreign Currency (RFC) Account:**

- Account can be opened by an NRI on returning to India for permanent settlement
- Accounts are held in Foreign Currency
- Proceeds of NRE/FCNR accounts can be credited to this account
- Accounts are held in the form of Savings Bank or Term Deposit
- Funds from RFC account can be freely remitted abroad for approved purposes.
- Income like pension, rent and other monetary benefits received from abroad in favour of the account holder can be credited to this account.
- Account can be continued by renewals.
- By converting assets which were acquired by him when he was a non-resident or inherited from or gifted by a person resident outside India and repatriated to India;
  - a. before July 8, 1947 or any income arising or accruing thereon which is held outside India in pursuance of a general or special permission granted by the Reserve Bank;
  - b. received as proceeds of LIC claims/ maturity/ surrendered value settled in forex from an Indian insurance company permitted to undertake life insurance business by the Insurance Regulatory and Development Authority.

- Such accounts can be held jointly with resident relative as joint holder on 'former or survivor' basis. However, such resident Indian relative joint account holder cannot operate the account during the life time of the resident account holder.
- The balances in the Non-Resident External (NRE) Account and Foreign Currency Bank [FCNR (B)] Account can be credited to the RFC account when the residential status of the non-resident Indian (NRI) changes to that of a Resident.
- **The balances in RFC accounts are free from all restrictions regarding utilization of foreign currency balances outside India.**

### **2.5. Resident Foreign Currency (Domestic) Accounts:**

- 1) Account can be opened by a resident Indian out of foreign exchange acquired in the form of currency notes, Bank notes and travellers' cheques from specified sources such as:
  - a) payment while on a visit abroad for services not arising from any business or anything done in India;
  - b) honorarium or gift or for services rendered or in settlement of any lawful obligation from any person not resident in India and who is on a visit to India;
  - c) honorarium or gift while on a visit to any place outside India;
  - d) gift from a relative;
  - e) unspent foreign exchange acquired from an authorised person for travel abroad;
  - f) representing the disinvestment proceeds received by the resident account holder on conversion of shares held by him to ADRs/ GDRs under the 6DR Scheme, 2014;
  - g) by way of earnings received as the proceeds of life insurance policy claims/ maturity/ surrender values settled in foreign currency from an insurance company in India permitted to undertake life insurance business by the Insurance Regulatory and Development Authority
- 2) This facility is in addition to that provided under RBI Notification No.FEMA.11(R)/ 2015-RB dated December 29, 2015, as amended from time to time.
- 3) The sum total of the accruals in the account during a calendar month should be converted into Rupees on or before the last day of the succeeding calendar month after adjusting for utilization of the balances for approved purposes or forward commitments.
- 4) Balances in the account can be used for any current or capital account transactions in accordance with the provisions of the Foreign Exchange Management (Current Account

Transactions) Rules, 2000 or the Foreign Exchange Management (Permissible Capital Account Transactions) Regulations, 2000, respectively.

5) Balances may be credited to NRE/ FCNR (B) Accounts, at the option/ request of the account holders consequent upon change of their residential status from resident to non-resident.

6) Accounts shall be opened in foreign currency for resident Indian only with proper introduction.

7) All instructions / guidelines prescribed for opening ordinary domestic accounts including KYC norms is also applicable to RFC (Domestic) accounts.

### **Rate of Interest:**

**Savings Bank / Term Deposits---Linked to LIBOR/SWAP rates, as advised time to time.**

### **2.6. Special Non-Resident Rupee Account - SNRR account:**

- Any person resident outside India, having a business interest in India, may open a Special Non-Resident Rupee Account (SNRR account) with an authorised dealer for the purpose of putting through bona fide transactions in rupees, not involving any violation of the provisions of the Act, rules and regulations made there under. The business interest, apart from generic business interest, shall include the following INR transactions, namely:
  - i. Investments made in India in accordance with Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 dated October 17, 2019 and Foreign Exchange Management (Debt Instruments) Regulations, 2019 notified vide Notification No. FEMA 396/2019-RB dated October 17, 2019, as applicable and as amended from time to time.
  - ii. Import of goods and services in accordance with Section 5 of the Foreign Exchange Management Act 1999 (42 of 1999), read with Notification No. G.S.R. 381(E) dated May3, 2000, viz., Foreign Exchange Management (Current Account Transactions) Rules,2000, as amended from time to time;
  - iii. Export of goods and services in accordance with Section 7 of the Foreign Exchange Management Act 1999 (42 of 1999), read with Notification No. G.S.R. 381(E) dated May3, 2000, viz. Foreign Exchange Management (Current Account Transactions) Rules,2000, as amended from time to time, and further read with FEMA Notification No.23(R)/2015-RB dated January 12, 2016, as amended from time to time;
  - iv. Trade credit transactions and lending under External Commercial Borrowings (ECB)framework in accordance with Foreign Exchange Management (Borrowing and Lending) Regulations, 2018, as amended from time to time; and
  - v. Business related transactions outside International Financial Service Centre (IFSC) by IFSC units at GIFT city like administrative expenses in INR outside IFSC, INR amount from sale of

scrap, Government incentives in INR, etc. The account will be maintained with a bank in India (outside IFSC).

- The SNRR account shall carry the nomenclature of the specific business for which it is opened and shall not earn any interest.
- The debits/ credits and the balances in the account shall be incidental and commensurate with the business operations of the account holder.
- Authorised Dealers should ensure that all the operations in the SNRR account are in accordance with the provisions of the Act, rules and regulations made there under.
- The tenure of the SNRR account should be concurrent to the tenure of the contract/ period of operation/ the business of the account holder and in no case should exceed seven years. Approval of the Reserve Bank shall be obtained in cases requiring renewal. However, the restriction of seven years shall not be applicable to SNRR Accounts opened by persons resident outside India for the purposes stated under (i) to (v) above.
- The operations in the SNRR account should not result in the account holder making available foreign exchange to any person resident in India against reimbursement in rupees or in any other manner.
- The balances in the SNRR account shall be eligible for repatriation and transfers from any NRO account to the SNRR account are prohibited.
- All transactions in the SNRR account will be subject to payment of applicable taxes in India.
- SNRR account may be designated as resident rupee account on the account holder becoming a resident.
- The amount due/ payable to non-resident nominee from the account of a deceased account holder, will be credited to NRO/NRE account of the nominee with an authorised dealer/ authorised bank in India or by remittance through normal banking channels.
- Opening of SNRR accounts by Pakistan and Bangladesh nationals and entities incorporated in Pakistan and Bangladesh requires prior approval of Reserve Bank.

## **2.7. Exchange Earner's Foreign Currency (EEFC) Account – EEFC Account:**

A person resident in India may open an EEFC account with an AD in India as per the conditions stipulated in Schedule I to FEMA 10(R).

The salient features of the scheme are:

**Permissible credits:**

- a. 100 percent of the foreign exchange earnings by way of inward remittance through normal banking channel, (other than loans or investments).
- b. Payments received for the purpose of counter trade;
- c. Advance remittance received by an exporter towards export of goods or services.
- d. Professional earnings including director's fees, consultancy fees, lecture fees, honorarium and similar other earnings received by a professional by rendering services in his individual capacity.
- e. Interest earned on the funds held in the account.
- f. Re-credit of unutilised foreign currency earlier withdrawn from the account;
- g. Repayment of trade related loans/ advances (which were granted to the account holder's importer customer out of balances held in the EEFC accounts).
- h. Disinvestment proceeds received by the resident account holder on conversion of shares held by him to ADRs/ GDRs under the DR Scheme, 2014.
- i. Payments received in foreign exchange by an Indian startup arising out of sales/ export made by the startup or its overseas subsidiaries.

**Permissible debits:**

Payment outside India towards capital or current account transactions in accordance with the provisions of Foreign Exchange Management (Permissible Capital Account Transactions) Regulations, 2000 or Foreign Exchange Management (Current Account Transactions) Rules, 2000, respectively;

- a. payment in foreign exchange towards cost of goods purchased from a 100 percent Export Oriented Unit or a Unit in an Export Processing Zone/ Software Technology Park/ Electronic Hardware Technology Park;
- b. payment of customs duty in accordance with the provisions of Export Import Policy;
- c. trade related loans/ advances, by an exporter account holder to his importer customer outside India, subject to complying the provisions of FEMA and the rules/ regulations made thereunder;
- d. payment in foreign exchange to a person resident in India for supply of goods/ services including payments for air fare and hotel expenditure

Withdrawal in rupees is permitted from this account, provided the amount so withdrawn cannot be re-credited to the account.

The account will be in the form of a non-interest bearing account.

The claims settled in rupees by ECGC/ insurance companies should not be construed as export realisation in foreign exchange and the claim amount will not be an eligible credit to the EEFC account.

The sum total of the accruals in the account during a calendar month should be converted into Rupees on or before the last day of the succeeding calendar month after adjusting for utilization of the balances for approved purposes or forward commitments.

Fund-based/ non-fund based credit facilities should not be granted against the balances held in EEFC Accounts.

Exporters can repay packing credit advances, whether availed of in Rupee or in foreign currency, from balances in their EEFC account to the extent exports have actually taken place.

**Balances held in EEFC accounts may be credited to NRE/FCNR(B) accounts, at the option/request of the account holders consequent upon change of their residential status from resident to non-resident.**