# PART - B GENERAL TERMS AND CONDITIONS

#### A. Basis for classification of SMA categories shall be as follows:

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

# Example for SMA / NPA Classification

If due date of a loan account is March 31, 2021, and full dues are not received before the Bank runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021, i.e., upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

However for different facilities example shall differ as per the RBI guidelines.

#### 'Out of order' status:

Cash credit/Overdraft (CC/OD) account is classified as NPA if it is 'out of order'. An account shall be treated as 'out of order' if:

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

B. General conditions.	Terms	and	If the facility is not availed within 3 months from the date of sanction, it will be treated as cancelled without notice and the facility can be revalidated by the appropriate sanctioning authority only after reviewing the latest financial position of the party and appropriate charges will be levied for revalidation.  In the event of the Borrower's and/or any security provider's credit worthiness deteriorates in the sole opinion of the Bank, the Bank shall be entitled to unconditionally cancel the facility.  The Bank shall have the right of set-off/ net off on the deposits of any kind and nature (including Fixed Deposits) held/balances lying in any account of the borrower and on any monies , securities.
			in any account of the borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by /under the control of the bank/their trustees or Agents (whether by way of security or otherwise pursuant to any contract entered /to be entered in to by the borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the

- Bank's services extended to and/or used by the Borrower and / or as a result of any other facilities that may be granted by the Bank to the borrower. The borrower also notes the banker's lien available to the Bank on the aforesaid assets.
- d. The borrower agrees that the bank reserves the right to amend /add/alter any terms and conditions, in its discretion, after giving due notice to the borrowers/ guarantors.
- Rate of interest may change subject to change in risk weight or regulatory requirements. Any slippage in rating will attract higher interest rate.
- The Bank may vary the spread at any point of time after giving notice to the Borrower.
- g. The borrower shall not cancel the facility or any part thereof without the approval of the Bank. The bank shall be entitled to cancel undrawn portion of the facility any time during the subsistence of the credit facility agreement, for any reason whatsoever.
- h. The borrower shall declare the details of the godowns/ premises where goods are stored.
- CERSAI charges (Actuals) + GST, if any should be borne by the Borrower.
- j. The securities hypothecated/pledged/mortgaged to the Bank should be insured for full value with bank clause against all risks and the same should be periodically renewed and charges to be borne by the borrower. Copies of the insurance policy to be submitted to Bank.
- k. Borrower/ Guarantors to submit the following at the branch: -
- I. Self-attested copy of KYC & other documents/statements submitted for the loan processing and copy of tax paid receipts of properties declared in INW
- m. An affidavit / undertaking that, In case the loan proceeds are not utilized for the purpose for which the loan is sanctioned the loan can be treated as Commercial and Loan and rate of interest with maximum spread can be charged from the date of first disbursement of the loan
- Undertaking that the Borrower(s) / Guarantors have no IT/ GST/ Statutory Tax arrears
- o. NRI Borrowers Copy of the Employment contract, salary certificate / pay slip, current work permit, copy of identity card, copy of stamped visa, relevant pages of passport, name and full address of the employer / sponsor abroad, contact number of the NRI applicant, name, address and contact phone number of a close relative in India for local contacts etc. to be submitted.
- p. Undertaking that Borrower will not resort to trading in real estate by the finance availed from the bank and that they are agreeable to the bank exercising its right to withhold or withdraw the facility if found so and to charge a higher rate of interest than the existing rate on the balance outstanding.
- q. Undertaking that any changes in the management/constitution, takeovers/mergers etc shall be done only with the prior permission of the bank and any expansion, new project/investment/acquiring assets under lease/enter into borrowing arrangements will be done with prior consent of the bank.
- r. Copies of latest Income Tax/ Wealth Tax assessment orders of the applicant/ partners of the applicant firm/ directors of the applicant company (who are guarantors) and the guarantor/s should be submitted to Bank. Undertaking letter certifying NIL statutory dues to be submitted by the borrower/auditor.
- s. The Borrower shall have the option of collecting the originals of movable/ immovable property documents from the loan emanating branch/ office where such originals are kept within a period of 30 days from the date of full repayment/ settlement of loan account(s) provided that there is/ are no other lien/court order(s)/ attachments which restricts the Bank from releasing the property documents.
- t. The change in the benchmark interest rate due to the change in the policy/directives of Reserve Bank of India will lead to changes in the EMI and/or tenor or both. (Applicable for terms loans under floating rate of interest)

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C. Mandatory Covenants	<ol> <li>The borrower will utilise the funds for the purpose they have been lent.</li> <li>Any deviation will be dealt with as per RBI guidelines.</li> </ol>
	<ol> <li>In case of default in repayment of the loan / advances or in the payment of</li> </ol>
	the interest thereon or any of the agreed installments of the loan on due
	date(s) by the borrower, the Bank and / or the RBI will have an unqualified
	right to disclose or publish the borrower's name or the name of the borrower
	/ unit and its directors / partners / proprietors as defaulters / willful defaulters
	in such manner and through such medium as the Bank or RBI in their
	absolute discretion may think fit.  3. The Bank will have the right to share credit information as deemed
	appropriate with Credit Information Companies (CICs) or any other institution
	as approved by RBI from time to time.
	4. The borrower should maintain adequate books of accounts, as per
	applicable accounting practices and standards, which should correctly
	reflect its financial position and scale of operations and should not radically
	change its accounting system without notice to the Bank.
	5. The borrower should submit to the Bank such financial statements as may
	be required by the Bank from time to time in addition to the set of such
	statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.
D. Mandatory Negative	The borrower shall not create any charge, lien or encumbrance over its
Covenants	undertaking or any part thereof in favour of any financial institution, bank,
	company, firm or persons.
	2. In the event of default, or where signs of inherent weakness are apparent,
	the Bank shall have the right to securitise the assets charged and in the
	event of such securitisation, the Bank will suitably inform the Borrower(s)
	and guarantor(s).  3. No commission to be paid by the borrowers to the guarantors for
	<ol><li>No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the Bank to the borrowers.</li></ol>

### F. PREPAYMENT PENALTY/ PRE-CLOSURE CHARGES

Particulars	Pre-Payment Penalty	Pre-Closure charges	
Fixed rate Term Loan to Non-Individual			
(Other than to MSE upto Rs. 50.00	For Amount upto 1 Crore 4.00% on the	For Amount upto 1 Crore closure by	
Lacs)	Prepaid Amount	Own Funds/ Takeover: 4.00% of	
Fixed rate Term Loan to Non-Individual	1	(Balance Outstanding + Any	
above Rs. 50.00 Lacs	For Amount above 1 Crore 3.00% on	Undisturbed Limit)	
Fixed rate Term Loan to Individual	the Prepaid Amount		
Floating rate Term Loan to Non-		For Amount above 1 Crore closure by	
Individual (Other than to MSE)		Own Funds/ Takeover: 3.00% of	
Floating rate Term Loan to Individual		(Balance Outstanding + Any	
(Business Purpose)		Undisturbed Limit)	
Fixed rate Operative Limit (Other than		For Amount upto 1 Crore closure by	
to MSE upto Rs. 50.00 Lacs)		Own Funds/ Takeover: 4.00% of Sanctioned Limit	
Floating rate Operative Limit (Other	NIL	Sanctioned Limit	
than to MSE)	THE	For Amount above 1 Crore closure by	
		Own Funds/ Takeover: 3.00% of	
		Sanctioned Limit	
Fixed rate Term Loan of MSE upto Rs.			
50.00 Lacs	_		
Floating rate Term Loan of MSE		NIL	
Fixed rate Operative Limit of MSE upto			
Rs. 50.00 Lacs	NIL		
Floating rate Operative Limit of MSE			
Floating rate Term Loan to Individual			
(Other than Business purpose)			
UBP/UBD Limit	Prenayment Penalty is charged if Prenaid		

G. Special Conditions for Prepayment Penalty/ Pre-Closure Charges Prepayment Penalty is charged if Prepaid Amount exceeds the least of the following:

• Amount Prepaid Equalling to 6 EMIs

- 2 Quarterly Installments

•	1 Half	Year	Installment
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• 10.00% of Loan Amount

Cash Handling Charges			
Categorisation	Free Limit [wef 01.07.2022] Limit is calculated as aggregate of free limit of all accounts under a customer id	Charges	
SB Accounts (Individuals & HUF, SIB FIZA)	Remittance during first month of account opening: FREE OF CHARGE. Second month onwards: 10 times of Average Monthly Balance of Previous Month with a minimum limit cap of Rs. 1.00 Lakh and maximum limit of Rs. 20.00 Lakh.	Rs.300/ Lakh (Min Rs.50/ Tran)+ GST	
Savings Bank Account (Other than Individuals & HUF)	Remittance during first month of account opening: FREE OF CHARGE. Second month onwards: 10 times of Average Monthly Balance of Previous Month with a maximum limit of Rs. 40.00 Lakh.		
Savings Bank Account (NRO)	Rs. 15.00 lakhs / month		
All Current Accounts (Excluding Traders Smart & Financial Institutions)	FREE up to 15 times of Average Monthly Balance of Previous Month with a minimum limit cap of Rs. 3.00 Lakhs and maximum limit of Rs.4.00 Cr	Rs.375/ Lakh (Min Rs.50/ Tran)+ GST	
Current Account (Trader's Smart)	FREE up to 15 times Average Monthly Balance of previous month with a maximum limit of cap of Rs. 4.00 Cr		
All other CD Accounts (By Banks/NBFCs/ Nidhi / Kuri Co etc- where financial service is line of activity)	FREE up to 8 times of Average Monthly Balance of Previous Month with a maximum limit cap of Rs. 2.00 Cr **For cash remittance in NBFC accounts post lunch session, additional		
	cash handling charge of Rs.100/ Lakh + GST will be charged even if remitted amount falls within free limit available to account.[Remittance through CDMs exempted]		
Working Capital Limits (OD /CC accounts other than by Banks/NBFCs/ Nidhi / Kuri Co etcwhere financial service is line of activity)	a) Rs.3.00 Lakh/month     b)Amount Equal to 50.00 % of Average working capital Utilization of Previous month.     c) For Limits above Rs. 10.00 Crore monthly cap will be Rs. 5.00 Crore	Rs. 150/ Lakhs (Min Rs.50/ Tran)+ GST	
Working Capital Limits (OD/CC by Banks/NBFCs/ Nidhi / Kuri Co etc-where financial service is line of activity)	a)Amount Equal to 10.00% of Average Monthly Debit Balance in account during previous month. b) For Limits above Rs. 30.00 Crores monthly cap will be Rs. 3.00 Crores.For cash remittance in NBFC accounts post lunch session, additional cash handling + GST charge of Rs.100/ Lakh+GST will be		
	charged even if remitted amount falls within free limit available to account.[Remittance through CDMs exempted]		
SMALL DENOMINATION	NOTES / COINS (Rupees 50,20,10,5,2,1		
Small Denomination Notes / Coins	Free limit: 100 coins / small notes per day  Above Free Limit: Rs.10+GST per packet or proportionate thereof		

	REMITTANCE THROUG	H CASH DEPOSIT MACHINE	
Free limit calculation and Charges [wef 01.07.2022]			
	Remittance through branch	Remittance through	Remittance through CDM
		CDM during banking hours**	after banking hours
Free limit calculation	Existing free limit - Remitted amount	Existing free limit - Remitted amount	Existing free limit - Remitted amount
Charge*	As per account category	1/2 of charges applicable as per account category	As per account category+ Rs.30/ Tran