भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

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RBI/2011-12/66

DBOD.No.BP.BC.12 /21.04.048/2011-12 July 1, 2011

All Commercial Banks (excluding RRBs)

Dear Sir

Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances

Please refer to the Master Circular No. DBOD.No.BP.BC. 21/21.04.048/2010-11 dated July 1, 2010 consolidating instructions / guidelines issued to banks till June 30, 2010 on matters relating to prudential norms on income recognition, asset classification and provisioning pertaining to advances.

2. The Master Circular has now been suitably updated by incorporating instructions issued up to June 30, 2011 and is attached. It has also been placed on the RBI web-site (http://www.rbi.org.in). We advise that this revised Master Circular consolidates the instructions contained in the circulars listed in the Annex 9.

Yours faithfully

(Deepak Singhal)
Chief General Manager

Encls: As above

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MASTER CIRCULAR - PRUDENTIAL NORMS ON INCOME RECOGNITION, ASSET CLASSIFICATION AND PROVISIONING PERTAINING TO ADVANCES

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Master Circular - Prudential Norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances

Part A

1. GENERAL

1.1 In line with the international practices and as per the recommendations made by the Committee on the Financial System (Chairman Shri M. Narasimham), the Reserve Bank of India has introduced, in a phased manner, prudential norms for income recognition, asset classification and provisioning for the advances portfolio of the banks so as to move towards greater consistency and transparency in the published accounts.

1.2 The policy of income recognition should be objective and based on record of recovery rather than on any subjective considerations. Likewise, the classification of assets of banks has to be done on the basis of objective criteria which would ensure a uniform and consistent application of the norms. Also, the provisioning should be made on the basis of the classification of assets based on the period for which the asset has remained nonperforming and the availability of security and the realisable value thereof.

1.3 Banks are urged to ensure that while granting loans and advances, realistic repayment schedules may be fixed on the basis of cash flows with borrowers. This would go a long way to facilitate prompt repayment by the borrowers and thus improve the record of recovery in advances.

1.4 With the introduction of prudential norms, the Health Code-based system for classification of advances has ceased to be a subject of supervisory interest. As such, all related reporting requirements, etc. under the Health Code system also cease to be a supervisory requirement. Banks may, however, continue the system at their discretion as a management information tool.

2. DEFINITIONS

2.1 Non performing Assets

2.1.1 An asset, including a leased asset, becomes non performing when it ceases to generate income for the bank.

2.1.2 A non performing asset (NPA) is a loan or an advance where;

i. interest and/ or instalment of principal remain overdue for a period of more than 90 days in respect of a term loan,

ii. the account remains 'out of order' as indicated at paragraph 2.2 below, in respect of an Overdraft/Cash Credit (OD/CC),

iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,

iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,

v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops,

vi. the amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of guidelines on securitisation dated February 1, 2006.

vii. in respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.

2.1.3 Banks should, classify an account as NPA only if the interest due and charged during any quarter is not serviced fully within 90 days from the end of the quarter.

2.2 'Out of Order' status

An account should be treated as **'out of order'** if the outstanding balance remains continuously in excess of the sanctioned limit/drawing power. In cases where the outstanding balance in the principal operating account is less than the sanctioned limit/drawing power, but there are no credits continuously for 90 days as on the date of Balance Sheet or credits are not enough to cover the interest debited during the same period, these accounts should be treated as **'out of order'**.

2.3 'Overdue'

Any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

3. INCOME RECOGNITION

3.1 Income Recognition Policy

3.1.1 The policy of income recognition has to be objective and based on the record of recovery. Internationally income from nonperforming assets (NPA) is not

recognised on accrual basis but is booked as income only when it is actually received. Therefore, the banks should not charge and take to income account interest on any NPA.

3.1.2 However, interest on advances against term deposits, NSCs, IVPs, KVPs and Life policies may be taken to income account on the due date, provided adequate margin is available in the accounts.

3.1.3 Fees and commissions earned by the banks as a result of renegotiations or rescheduling of outstanding debts should be recognised on an accrual basis over the period of time covered by the renegotiated or rescheduled extension of credit.

3.1.4 If Government guaranteed advances become NPA, the interest on such advances should not be taken to income account unless the interest has been realised.

3.2 Reversal of income

3.2.1 If any advance, including bills purchased and discounted, becomes NPA, the entire interest accrued and credited to income account in the past periods, should be reversed if the same is not realised. **This will apply to Government guaranteed accounts also.**

3.2.2 In respect of NPAs, fees, commission and similar income that have accrued should cease to accrue in the current period and should be reversed with respect to past periods, if uncollected.

3.2.3 Leased Assets

The *finance charge* component of finance income [as defined in 'AS 19 Leases' issued by the Council of the Institute of Chartered Accountants of India (ICAI)] on the leased asset which has accrued and was credited to income account before the asset became nonperforming, and remaining unrealised, should be reversed or provided for in the current accounting period.

3.3 Appropriation of recovery in NPAs

3.3.1 Interest realised on NPAs may be taken to income account provided the credits in the accounts towards interest are not out of fresh/ additional credit facilities sanctioned to the borrower concerned.

3.3.2 In the absence of a clear agreement between the bank and the borrower for the purpose of appropriation of recoveries in NPAs (i.e. towards principal or interest due), banks should adopt an accounting principle and exercise the right of appropriation of recoveries in a uniform and consistent manner.

3.4 Interest Application

On an account turning NPA, banks should reverse the interest already charged and not collected by debiting Profit and Loss account, and stop further application of interest. However, banks may continue to record such accrued interest in a Memorandum account in their books. For the purpose of computing Gross Advances, interest recorded in the Memorandum account should not be taken into account.

3.5 Computation of NPA levels

Banks are advised to compute their Gross Advances, Net Advances, Gross NPAs and Net NPAs, as per the format in **Annex -1**.

4. ASSET CLASSIFICATION

4.1 Categories of NPAs

Banks are required to classify nonperforming assets further into the following three categories based on the period for which the asset has remained nonperforming and the realisability of the dues:

i. **Substandard Assets**

ii. **Doubtful Assets**

iii. **Loss Assets**

4.1.1 Substandard Assets

With effect from 31 March 2005, a substandard asset would be one, which has remained NPA for a period less than or equal to 12 months. In such cases, the current net worth of the borrower/ guarantor or the current market value of the security charged is not enough to ensure recovery of the dues to the banks in full. In other words, such an asset will have well defined credit weaknesses that jeopardise the liquidation of the debt and are characterised by the distinct possibility that the banks will sustain some loss, if deficiencies are not corrected.

4.1.2 Doubtful Assets

With effect from March 31, 2005, an asset would be classified as doubtful if it has remained in the substandard category for a period of 12 months. A loan classified as doubtful has all the weaknesses inherent in assets that were classified as sub-standard, with the added characteristic that the weaknesses make collection or liquidation in full, – on the basis of currently known facts, conditions and values – highly questionable and improbable.

4.1.3 Loss Assets

A loss asset is one where loss has been identified by the bank or internal or external auditors or the RBI inspection but the amount has not been written off wholly. In other words, such an asset is considered uncollectible and of such little value that its continuance as a bankable asset is not warranted although there may be some salvage or recovery value.

4.2 Guidelines for classification of assets

4.2.1 Broadly speaking, classification of assets into above categories should be done taking into account the degree of well-defined credit weaknesses and the extent of dependence on collateral security for realisation of dues.

4.2.2 Banks should establish appropriate internal systems to eliminate the tendency to delay or postpone the identification of NPAs, especially in respect of high value accounts. The banks may fix a minimum cut off point to decide what would constitute a high value account depending upon their respective business levels. The cut off point should be valid for the entire accounting year. Responsibility and validation levels for ensuring proper asset classification may be fixed by the banks. The system should ensure that doubts in asset classification due to any reason are settled through specified internal channels within one month from the date on which the account would have been classified as NPA as per extant guidelines.

4.2.3 Availability of security / net worth of borrower/ guarantor

The availability of security or net worth of borrower/ guarantor should not be taken into account for the purpose of treating an advance as NPA or otherwise, except to the extent provided in Para 4.2.9, as income recognition is based on record of recovery.

4.2.4 Accounts with temporary deficiencies

The classification of an asset as NPA should be based on the record of recovery. Bank should not classify an advance account as NPA merely due to the existence of some deficiencies which are temporary in nature such as non-availability of adequate drawing power based on the latest available stock statement, balance outstanding exceeding the limit temporarily, non-submission of stock statements and non-renewal of the limits on the due date, etc. In the matter of classification of accounts with such deficiencies banks may follow the following guidelines:

i) Banks should ensure that drawings in the working capital accounts are covered by the adequacy of current assets, since current assets are first appropriated in times of distress. Drawing power is required to be arrived at based on the stock statement which is current. However, considering the difficulties of large borrowers, stock statements relied upon by the banks for determining drawing power should not be older than three months. The outstanding in the account based on drawing power calculated from stock statements older than three months, would be deemed as irregular.

A working capital borrowal account will become NPA if such irregular drawings are permitted in the account for a continuous period of 90 days even though the unit may be working or the borrower's financial position is satisfactory.

ii) Regular and ad hoc credit limits need to be reviewed/ regularised not later than three months from the due date/date of ad hoc sanction. In case of constraints such as non-availability of financial statements and other data from the borrowers, the branch should furnish evidence to show that renewal/ review of credit limits is already on and would be completed soon. In any case, delay beyond six months is not considered desirable as a general discipline. Hence, an account where the regular/ ad hoc credit limits have not been reviewed/ renewed within 180 days from the due date/ date of ad hoc sanction will be treated as NPA.

4.2.5 Upgradation of loan accounts classified as NPAs

If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as non-performing and may be classified as ‘standard’ accounts. With regard to upgradation of a restructured/ rescheduled account which is classified as NPA contents of paragraphs 11.2 and 14.2 in the Part B of this circular will be applicable.

4.2.6 Accounts regularised near about the balance sheet date

The asset classification of borrowal accounts where a solitary or a few credits are

recorded before the balance sheet date should be handled with care and without scope for subjectivity. Where the account indicates inherent weakness on the basis of the data available, the account should be deemed as a NPA. In other genuine cases, the banks must furnish satisfactory evidence to the Statutory Auditors/Inspecting Officers about the manner of regularisation of the account to eliminate doubts on their performing status.

4.2.7 Asset Classification to be borrower-wise and not facility-wise

i) It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

ii) If the debits arising out of devolvement of letters of credit or invoked guarantees are parked in a separate account, the balance outstanding in that account also should be treated as a part of the borrower's principal operating account for the purpose of application of prudential norms on income recognition, asset classification and provisioning.

iii) The bills discounted under LC favouring a borrower may not be classified as a Non-performing advance (NPA), when any other facility granted to the borrower is classified as NPA. However, in case documents under LC are not accepted on presentation or the payment under the LC is not made on the due date by the LC issuing bank for any reason and the borrower does not immediately make good the amount disbursed as a result of discounting of concerned bills, the outstanding bills discounted will immediately be classified as NPA with effect from the date when the other facilities had been classified as NPA.

iv) The overdue receivables representing positive mark-to-market value of a derivative contract will be treated as a non-performing asset, if these remain unpaid for 90 days or more. In case the overdues arising from forward contracts and plain vanilla swaps and options become NPAs, all other funded facilities granted to the client shall also be classified as non-performing asset following the principle of borrower-wise classification as per the existing asset classification norms. Accordingly, any amount, representing positive mark-to-market value of the foreign exchange derivative contracts (other than forward contract and plain vanilla swaps and options) that were entered into during the period April 2007 to June 2008, which has already crystallised or might crystallise in future and is / becomes receivable from the client, should be parked in a separate account maintained in the name of the client / counterparty. This amount, even if overdue for a period of 90 days or more, will not make other funded facilities provided to the client, NPA on account of the principle of borrower-wise asset classification, though such receivable overdue for 90 days or more shall itself be classified as NPA, as per the extant IRAC norms. The classification of all other assets of such clients will, however, continue to be governed by the extant IRAC norms.

v) If the client concerned is also a borrower of the bank enjoying a Cash Credit or Overdraft facility from the bank, the receivables mentioned at item (iv) above may be debited to that account on due date and the impact of its non-payment would be reflected in the cash credit / overdraft facility account. The principle of borrower-wise asset classification would be applicable here also, as per extant norms.

vi) In cases where the contract provides for settlement of the current mark-to-market value of a derivative contract before its maturity, only the current credit exposure (not the potential future exposure) will be classified as a non-performing asset after an overdue period of 90 days.

vii) As the overdue receivables mentioned above would represent unrealised income already booked by the bank on accrual basis, after 90 days of overdue period, the amount already taken to 'Profit and Loss a/c' should be reversed.

4.2.8 Advances under consortium arrangements

Asset classification of accounts under consortium should be based on the **record of recovery of the individual member banks** and other aspects having a bearing on the recoverability of the advances. Where the remittances by the borrower under consortium lending arrangements are pooled with one bank and/or where the bank receiving remittances is not parting with the share of other member banks, the account will be treated as not serviced in the books of the other member banks and therefore, be treated as NPA. The banks participating in the consortium should, therefore, arrange to get their share of recovery transferred from the lead bank or get an express consent from the lead bank for the transfer of their share of recovery, to ensure proper asset classification in their respective books.

4.2.9 Accounts where there is erosion in the value of security/frauds committed by borrowers

In respect of accounts where there are potential threats for recovery on account of erosion in the value of security or non-availability of security and existence of other factors such as frauds committed by borrowers it will not be prudent that such accounts should go through various stages of asset classification. In cases of such serious credit impairment the asset should be straightaway classified as doubtful or loss asset as appropriate:

i. Erosion in the value of security can be reckoned as significant when the realisable value of the security is less than 50 per cent of the value assessed by the bank or accepted by RBI at the time of last inspection, as the case may be. Such NPAs may be straightaway classified under doubtful

category and provisioning should be made as applicable to doubtful assets.

ii. If the realisable value of the security, as assessed by the bank/ approved valuers/ RBI is less than 10 per cent of the outstanding in the borrowal accounts, the existence of security should be ignored and the asset should be straightaway classified as loss asset. It may be either written off or fully provided for by the bank.

4.2.10 Advances to PACS/FSS ceded to Commercial Banks

In respect of agricultural advances as well as advances for other purposes granted by banks to PACS/ FSS under the on-lending system, only that particular credit facility granted to PACS/ FSS which is in default for a period of two crop seasons in case of short duration crops and one crop season in case of long duration crops, as the case may be, after it has become due will be classified as NPA and not all the credit facilities sanctioned to a PACS/ FSS. The other direct loans & advances, if any, granted by the bank to the member borrower of a PACS/ FSS outside the on-lending arrangement will become NPA even if one of the credit facilities granted to the same borrower becomes NPA.

4.2.11 Advances against Term Deposits, NSCs, KVP/IVP, etc

Advances against term deposits, NSCs eligible for surrender, IVPs, KVPs and life policies need not be treated as NPAs, provided adequate margin is available in the accounts. Advances against gold ornaments, government securities and all other securities are not covered by this exemption.

4.2.12 Loans with moratorium for payment of interest

i. In the case of bank finance given for industrial projects or for agricultural plantations etc. where moratorium is available for payment of interest, payment of interest becomes 'due' only after the moratorium or gestation period is over. Therefore, such amounts of interest do not become overdue and hence do not become NPA, with reference to the date of debit of interest. They become overdue after due date for payment of interest, if uncollected.

ii. In the case of housing loan or similar advances granted to staff members where interest is payable after recovery of principal, interest need not be considered as overdue from the first quarter onwards. Such loans/advances should be classified as NPA only when there is a default in repayment of instalment of principal or payment of interest on the respective due dates.

4.2.13 Agricultural advances

i. A loan granted for short duration crops will be treated as NPA, if the instalment of principal or interest thereon remains overdue for two crop seasons. A loan granted for long duration crops will be treated as NPA, if the instalment of principal or interest thereon remains overdue for one crop season. For the purpose of these guidelines, “long duration” crops would be crops with crop season longer than one year and crops, which are not “long duration” crops, would be treated as “short duration” crops. The crop season for each crop, which means the period up to harvesting of the crops raised, would be as determined by the State Level Bankers’ Committee in each State. Depending upon the duration of crops raised by an agriculturist, the above NPA norms would also be made applicable to agricultural term loans availed of by him.

The above norms should be made applicable to all direct agricultural advances as listed at items 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7 and 1.2.1, 1.2.2 and 1.2.3 of Master Circular on lending to priority sector RPCD. No.Plan. BC. 10 /04.09.01/ 2010-2011 dated July 1, 2010. An extract of the list of these items is furnished in the **Annex - 2**. In respect of agricultural loans, other than those specified in the Annex - 2 and term loans given to non-agriculturists, identification of NPAs would be done on the same basis as non-agricultural advances, which, at present, is the 90 days delinquency norm.

ii. Where natural calamities impair the repaying capacity of agricultural borrowers, banks may decide on their own as a relief measure conversion of the short-term production loan into a term loan or re-schedulement of the repayment period; and the sanctioning of fresh short-term loan, subject to guidelines contained in RBI circular RPCD. No.PLFS.BC.1/ 05.04.02/ 201011 dated July 1, 2010.

iii. In such cases of conversion or re-schedulement, the term loan as well as fresh short-term loan may be treated as current dues and need not be classified as NPA. The asset classification of these loans would thereafter be governed by the revised terms & conditions and would be treated as NPA if interest and/or instalment of principal remains overdue for two crop seasons for short duration crops and for one crop season for long duration crops. For the purpose of these guidelines, "long duration" crops would be crops with crop season longer than one year and crops, which are not 'long duration" would be treated as "short duration" crops.

iv. While fixing the repayment schedule in case of rural housing advances granted to agriculturists under Indira Awas Yojana and Golden Jubilee Rural Housing Finance Scheme, banks should ensure that the interest/instalment payable on such advances are linked to crop cycles.

4.2.14 Government guaranteed advances

The credit facilities backed by guarantee of the Central Government though overdue may be treated as NPA only when the Government repudiates its guarantee when invoked. This exemption from classification of Government guaranteed advances as

NPA is not for the purpose of recognition of income. The requirement of invocation of guarantee has been delinked for deciding the asset classification and provisioning requirements in respect of State Government guaranteed exposures. With effect from the year ending 31 March 2006 State Government guaranteed advances and investments in State Government guaranteed securities would attract asset classification and provisioning norms if interest and/or principal or any other amount due to the bank remains overdue for more than 90 days.

4.2.15 Projects under implementation

4.2.15.1 For all projects financed by the FIs/ banks **after 28th May, 2002**, the date of completion of the project should be clearly spelt out at the time of financial closure of the project.

4.2.15.2 Project Loans

There are occasions when the completion of projects is delayed for legal and other extraneous reasons like delays in Government approvals etc. All these factors, which are beyond the control of the promoters, may lead to delay in project implementation and involve restructuring / reschedulement of loans by banks. Accordingly, the following asset classification norms would apply to the project loans before commencement of commercial operations. These guidelines will, however, not be applicable to restructuring of advances covered under the paragraph 14.1 of this Master Circular (Advances classified as Commercial Real Estate exposures; Advances classified as Capital Market exposure; and Consumer and Personal Advances) which will continue to be dealt with in terms of the extant provisions i.e paragraph 14.1 of the circular.

For this purpose, all project loans have been divided into the following two categories :

(a) Project Loans for infrastructure sector

(b) Project Loans for non-infrastructure sector

'Project Loan' would mean any term loan which has been extended for the purpose of setting up of an economic venture. Banks must fix a Date of Commencement of Commercial Operations (DCCO) for all project loans at the time of sanction of the loan / financial closure (in the case of multiple banking or consortium arrangements).

4.2.15.3 Project Loans for Infrastructure Sector

(i) A loan for an infrastructure project will be classified as NPA during any time before commencement of commercial operations as per record of recovery (90 days overdue), unless it is restructured and becomes eligible for classification as 'standard asset' in terms of paras (iii) to (v) below.

(ii) A loan for an infrastructure project will be classified as NPA if it fails to commence commercial operations within two years from the original DCCO, even if it is regular as per record of recovery, unless it is restructured and becomes eligible for classification as 'standard asset' in terms of paras (iii) to (v) below.

(iii) If a project loan classified as 'standard asset' is restructured any time during the period up to two years from the original date of commencement of commercial operations (DCCO), in accordance with the provisions of Part B of this Master Circular, it can be retained as a standard asset if the fresh DCCO is fixed within the following limits, and further provided the account continues to be serviced as per the restructured terms.

(a) *Infrastructure Projects involving court cases*

Up to another 2 years (beyond the existing extended period of 2 years i.e total extension of 4 years), in case the reason for extension of date of commencement of production is arbitration proceedings or a court case.

(b) *Infrastructure Projects delayed for other reasons beyond the control of promoters*

Up to another 1 year (beyond the existing extended period of 2 years i.e. total extension of 3 years), in other than court cases.

(iv) It is re-iterated that the dispensation in para 4.2.15.3 (iii) is subject to adherence to the provisions regarding restructuring of accounts as contained in the Master Circular which would inter alia require that the application for restructuring should be received before the expiry of period of two years from the original DCCO and when the account is still standard as per record of recovery. The other conditions applicable would be :

a. In cases where there is moratorium for payment of interest, banks should not book income on accrual basis beyond two years from the original DCCO, considering the high risk involved in such restructured accounts.

b. Banks should maintain provisions on such accounts as long as these are classified as standard assets as under :

Until two years from the original DCCO	0.40%
During the third and the fourth years after the original DCCO.	1.00%

(v) For the purpose of these guidelines, mere extension of DCCO will also be treated as restructuring even if all other terms and conditions remain the same.

4.2.15.4 Project Loans for Non-Infrastructure Sector

(i) A loan for a non-infrastructure project will be classified as NPA during any time before commencement of commercial operations as per record of recovery (90 days overdue), unless it is restructured and becomes eligible for classification as 'standard asset' in terms of paras (iii) to (v) below.

(ii) A loan for a non-infrastructure project will be classified as NPA if it fails to commence commercial operations within six months from the original DCCO, even if is regular as per record of recovery, unless it is restructured and becomes eligible for classification as 'standard asset' in terms of paras (iii) to (v) below.

(iii) In case of non-infrastructure projects, if the delay in commencement of commercial operations extends beyond the period of six months from the date of completion as determined at the time of financial closure, banks can prescribe a fresh DCCO, and retain the "standard" classification by undertaking restructuring of accounts in accordance with the provisions contained in this Master Circular, provided the fresh DCCO does not extend beyond a period of twelve months from the original DCCO. This would among others also imply that the restructuring application is received before the expiry of six months from the original DCCO, and when the account is still "standard" as per the record of recovery.

The other conditions applicable would be :

a. In cases where there is moratorium for payment of interest, banks should not book income on accrual basis beyond six months from the original DCCO, considering the high risk involved in such restructured accounts.

b. Banks should maintain provisions on such accounts as long as these are classified as standard assets as under :

Until the first six months from the original DCCO	0.40%
During the next six months	1.00%

(iv) For this purpose, mere extension of DCCO will also be treated as restructuring even if all other terms and conditions remain the same.

4.2.15.5 Other Issues

(i) All other aspects of restructuring of project loans before commencement of commercial operations would be governed by the provisions of Part B of Master Circular on Prudential norms on Income Recognition, Asset Classification and Provisioning Pertaining to Advances. Restructuring of project loans after commencement of commercial operations will also be governed by these instructions.

(ii) Any change in the repayment schedule of a project loan caused due to an increase in the project outlay on account of increase in scope and size of the project, would not be treated as restructuring if :

(a) The increase in scope and size of the project takes place before commencement of commercial operations of the existing project.

(b) The rise in cost excluding any cost-overrun in respect of the original project is 25% or more of the original outlay.

(c) The bank re-assesses the viability of the project before approving the enhancement of scope and fixing a fresh DCCP.

(d) On re-rating, (if already rated) the new rating is not below the previous rating by more than one notch.

(iii) These guidelines would apply to those cases where the modification to terms of existing loans, as indicated above, are approved by banks from the date of this circular.

4.2.15.6 Income recognition

(i) Banks may recognise income on accrual basis in respect of the projects under implementation, which are classified as 'standard'.

(ii) Banks should not recognise income on accrual basis in respect of the projects under implementation which are classified as a 'substandard' asset. Banks may recognise income in such accounts only on realisation on cash basis.

Consequently, banks which have wrongly recognised income in the past should reverse the interest if it was recognised as income during the current year or make a provision for an equivalent amount if it was recognised as income in the previous year(s). As regards the regulatory treatment of 'funded interest' recognised as income and 'conversion into equity, debentures or any other instrument' banks should adopt the following:

a) Funded Interest: Income recognition in respect of the NPAs, regardless of whether these are or are not subjected to restructuring/ rescheduling/ renegotiation of terms of the loan agreement, should be done strictly on cash basis, only on realisation and not if the amount of interest overdue has been funded. If, however, the amount of funded interest is recognised as income, a provision for an equal amount should also be made simultaneously. In other words, any funding of interest in respect of NPAs, if recognised as income, should be fully provided for.

b) Conversion into equity, debentures or any other instrument: The amount outstanding converted into other instruments would normally comprise principal and the interest components. If the amount of interest dues is converted into equity or any other instrument, and income is recognised in consequence, full provision should be made for the amount of income so recognised to offset the effect of such income recognition. Such

provision would be in addition to the amount of provision that may be necessary for the depreciation in the value of the equity or other instruments, as per the investment valuation norms. However, if the conversion of interest is into equity which is quoted, interest income can be recognised at market value of equity, as on the date of conversion, not exceeding the amount of interest converted to equity. Such equity must thereafter be classified in the "available for sale" category and valued at lower of cost or market value. In case of conversion of principal and /or interest in respect of NPAs into debentures, such debentures should be treated as NPA, ab initio, in the same asset classification as was applicable to loan just before conversion and provision made as per norms. This norm would also apply to zero coupon bonds or other instruments which seek to defer the liability of the issuer. On such debentures, income should be recognised only on realisation basis. The income in respect of unrealised interest which is converted into debentures or any other fixed maturity instrument should be recognised only on redemption of such instrument. Subject to the above, the equity shares or other instruments arising from conversion of the principal amount of loan would also be subject to the usual prudential valuation norms as applicable to such instruments.

4.2.15.7 Provisioning

While there will be no change in the extant norms on provisioning for NPAs, banks which are already holding provisions against some of the accounts, which may now be classified as 'standard', shall continue to hold the provisions and shall not reverse the same.

4.2.16 Takeout Finance

Takeout finance is the product emerging in the context of the funding of long-term infrastructure projects. Under this arrangement, the institution/the bank financing infrastructure projects will have an arrangement with any financial institution for transferring to the latter the outstanding in respect of such financing in their books on a predetermined basis. In view of the time-lag involved in taking-over, the possibility of a default in the meantime cannot be ruled out. The norms of asset classification will have to be followed by the concerned bank/financial institution in whose books the account stands as balance sheet item as on the relevant date. If the lending institution observes that the asset has turned NPA on the basis of the record of

recovery, it should be classified accordingly. The lending institution should not recognise income on accrual basis and account for the same only when it is paid by the borrower/ taking over institution (if the arrangement so provides). The lending institution should also make provisions against any asset turning into NPA pending its take over by taking over institution. As and when the asset is taken over by the taking over institution, the corresponding provisions could be reversed. However, the taking over institution, on taking over such assets, should make provisions treating the account as NPA from the actual date of it becoming NPA even though the account was not in its books as on that date.

4.2.17 Post-shipment Supplier's Credit

i. In respect of post-shipment credit extended by the banks covering export of goods to countries for which the ECGC's cover is available, EXIM Bank has introduced a guarantee-cum-refinance programme whereby, in the event of default, EXIM Bank will pay the guaranteed amount to the bank within a period of 30 days from the day the bank invokes the guarantee after the exporter has filed claim with ECGC.

ii. Accordingly, to the extent payment has been received from the EXIM Bank, the advance may not be treated as a nonperforming asset for asset classification and provisioning purposes.

4.2.18 Export Project Finance

i. In respect of export project finance, there could be instances where the actual importer has paid the dues to the bank abroad but the bank in turn is unable to remit the amount due to political developments such as war, strife, UN embargo, etc.

ii. In such cases, where the lending bank is able to establish through documentary evidence that the importer has cleared the dues in full by depositing the amount in the bank abroad before it turned into NPA in the books of the bank, but the importer's country is not allowing the funds to be remitted due to political or other reasons, the asset classification may be made after a period of one year from the date the amount was deposited by the importer in the bank abroad.

4.2.19 Advances under rehabilitation approved by BIFR/ TLI

Banks are not permitted to upgrade the classification of any advance in respect of which the terms have been renegotiated unless the package of renegotiated terms has worked satisfactorily for a period of one year. While the existing credit facilities sanctioned to a unit under rehabilitation packages approved by BIFR/term lending institutions will continue to be classified as substandard or doubtful as the case may be, in respect of additional facilities sanctioned under the rehabilitation packages, the Income Recognition, Asset Classification norms will become applicable after a period of one year from the date of disbursement.

5 PROVISIONING NORMS

5.1 General

5.1.1 The primary responsibility for making adequate provisions for any diminution in the value of loan assets, investment or other assets is that of the bank managements and the statutory auditors. The assessment made by the inspecting officer of the RBI is furnished to the bank to assist the bank management and the statutory auditors in taking a decision in regard to making adequate and necessary provisions in terms of prudential guidelines.

5.1.2 In conformity with the prudential norms, provisions should be made on the nonperforming assets on the basis of classification of assets into prescribed categories as detailed in paragraphs 4 supra. Taking into account the time lag between an account becoming doubtful of recovery, its recognition as such, the realisation of the security and the erosion over time in the value of security charged to the bank, the banks should make provision against substandard assets, doubtful assets and loss assets as below:

5.2 Loss assets

Loss assets should be written off. If loss assets are permitted to remain in the books for any reason, 100 percent of the outstanding should be provided for.

5.3 Doubtful assets

i. 100 percent of the extent to which the advance is not covered by the realisable value of the security to which the bank has a valid recourse and the realisable value is estimated on a realistic basis.

ii. In regard to the secured portion, provision may be made on the following basis, at the rates ranging from 25 percent to 100 percent of the secured portion depending upon the period for which the asset has remained doubtful:

Period for which the advance has remained in 'doubtful' category	Provision requirement (%)
Up to one year	25
One to three years	40
More than three years	100

Note: Valuation of Security for provisioning purposes

With a view to bringing down divergence arising out of difference in assessment of the value of security, in cases of NPAs with balance of Rs. 5 crore and above stock audit at annual intervals by external agencies appointed as per the guidelines approved by the Board would be mandatory in order to enhance the reliability on stock valuation. Collaterals such as immovable properties charged in favour of the bank should be got valued once in three years by valuers appointed as per the guidelines approved by the Board of Directors.

5.4 **Substandard assets**

(i) A general provision of 15 percent on total outstanding should be made without making any allowance for ECGC guarantee cover and **securities available**.

(ii) The 'unsecured exposures' which are identified as 'substandard' would attract additional provision of 10 per cent, i.e., a total of 25 per cent on the outstanding balance. However, in view of certain safeguards such as escrow accounts available in respect of infrastructure lending, infrastructure loan accounts which are classified as sub-standard will attract a provisioning of 20 per cent instead of the aforesaid prescription of 25 per cent. To avail of this benefit of lower provisioning, the banks should have in place an appropriate mechanism to escrow the cash flows and also have a clear and legal first claim on these cash flows. The provisioning requirement for unsecured 'doubtful' assets is 100 per cent. Unsecured exposure is defined as an exposure where the realisable value of the security, as assessed by the bank/approved valuers/Reserve Bank's inspecting officers, is not more than 10 percent, *ab-initio*, of the outstanding exposure. 'Exposure' shall include all funded and non-funded exposures (including underwriting and similar commitments). 'Security' will mean tangible security properly discharged to the bank and will not include intangible

securities like guarantees (including State government guarantees), comfort letters etc.

(iii) In order to enhance transparency and ensure correct reflection of the unsecured advances in Schedule 9 of the banks' balance sheet, it is advised that the following would be applicable from the financial year 2009-10 onwards :

a) For determining the amount of unsecured advances for reflecting in schedule 9 of the published balance sheet, the rights, licenses, authorisations, etc., charged to the banks as collateral in respect of projects (including infrastructure projects) financed by them, should not be reckoned as tangible security. Hence such advances shall be reckoned as unsecured.

b) However, banks may treat annuities under build-operate-transfer (BOT) model in respect of road / highway projects and toll collection rights, where there are provisions to compensate the project sponsor if a certain level of traffic is not achieved, as tangible securities subject to the condition that banks' right to receive annuities and toll collection rights is legally enforceable and irrevocable.

b) Banks should also disclose the total amount of advances for which intangible securities such as charge over the rights, licenses, authority, etc. has been taken as also the estimated value of such intangible collateral. The disclosure may be made under a separate head in "Notes to Accounts". This would differentiate such loans from other entirely unsecured loans.

5.5 **Standard assets**

(i) The provisioning requirements for all types of standard assets stands as below.. Banks should make general provision for standard assets at the following rates for the funded outstanding on global loan portfolio basis:

(a) direct advances to agricultural and Small and Micro Enterprises (SMEs) sectors at 0.25 per cent;

(b) advances to Commercial Real Estate (CRE) Sector at 1.00 per cent;

(c) housing loans extended at teaser rates and restructured advances as as indicated in Para 5.9.13 and 5.9.14 respectively

(d) all other loans and advances not included in (a) (b) and (c) above at 0.40 per cent

(ii) The provisions on standard assets should not be reckoned for arriving at net NPAs.

(iii) The provisions towards Standard Assets need not be netted from gross advances but shown separately as 'Contingent Provisions against Standard

Assets' under 'Other Liabilities and Provisions Others' in Schedule 5 of the balance sheet.

(iv) It is clarified that the Medium Enterprises will attract 0.40% standard asset provisioning. The definition of the terms Micro Enterprises, Small Enterprises, and Medium Enterprises shall be in terms of Master Circular RPCD.SME&NFS.BC.No. 9/06.02.31/2010-11 dated July 1, 2010 on Lending to Micro, Small & Medium Enterprises (MSME) Sector.

5.6 Prudential norms on creation and utilisation of floating provisions

5.6.1 Principle for creation of floating provisions by banks

The bank's board of directors should lay down approved policy regarding the level to which the floating provisions can be created. The bank should hold floating provisions for 'advances' and 'investments' separately and the guidelines prescribed will be applicable to floating provisions held for both 'advances' & 'investment' portfolios.

5.6.2 Principle for utilisation of floating provisions by banks

i The floating provisions should not be used for making specific provisions as per the extant prudential guidelines in respect of nonperforming assets or for making regulatory provisions for standard assets. The floating provisions can be used only for contingencies under extraordinary circumstances for making specific provisions in impaired accounts after obtaining board's approval and with prior permission of RBI. The boards of the banks should lay down an approved policy as to what circumstances would be considered extraordinary.

ii To facilitate banks' boards to evolve suitable policies in this regard, it is clarified that the extra-ordinary circumstances refer to losses which do not arise in the normal course of business and are exceptional and non-recurring in nature. These extra-ordinary circumstances could broadly fall under three categories viz. General, Market and Credit. Under general category, there can be situations where bank is put unexpectedly to loss due to events such as civil unrest or collapse of currency in a country. Natural calamities and pandemics may also be included in the general category. Market category would include events such as a

general melt down in the markets, which affects the entire financial system. Among the credit category, only exceptional credit losses would be considered as an extra-ordinary circumstance.

iii In terms of the Agricultural Debt Waiver and Debt Relief Scheme, 2008, lending institutions shall neither claim from the Central Government, nor recover from the farmer, interest in excess of the principal amount, unapplied interest, penal interest, legal charges, inspection charges and miscellaneous charges, etc. All such interest / charges will be borne by the lending institutions. In view of the extraordinary circumstances in which the banks are required to bear such interest / charges, banks are allowed, as a one time measure, to utilise, at their discretion, the Floating Provisions held for 'advances' portfolio, only to the extent of meeting the interest / charges referred to above.

5.6.3 Accounting

Floating provisions cannot be reversed by credit to the profit and loss account. They can only be utilised for making specific provisions in extraordinary circumstances as mentioned above. Until such utilisation, these provisions can be netted off from gross NPAs to arrive at disclosure of net NPAs. Alternatively, they can be treated as part of Tier II capital within the overall ceiling of 1.25 % of total risk weighted assets.

5.6.4 Disclosures

Banks should make comprehensive disclosures on floating provisions in the “notes on accounts” to the balance sheet on (a) opening balance in the floating provisions account, (b) the quantum of floating provisions made in the accounting year, (c) purpose and amount of draw down made during the accounting year, and (d) closing balance in the floating provisions account.

5.7 Additional Provisions for NPAs at higher than prescribed rates

The regulatory norms for provisioning represent the minimum requirement. A bank may voluntarily make specific provisions for advances at rates which are higher than the rates prescribed under existing regulations, to provide for estimated actual loss in collectible amount, provided such higher rates are approved by the Board of Directors and consistently adopted from year to year. Such additional provisions are not to be considered as floating provisions. The additional provisions for NPAs, like the minimum regulatory provision on NPAs, may be netted off from gross NPAs to

arrive at the net NPAs

5.8 **Provisions on Leased Assets**

i) Substandard assets

a) 15 percent of the sum of the net investment in the lease and the unrealised portion of finance income net of finance charge component. The terms 'net investment in the lease', 'finance income' and 'finance charge' are as defined in 'AS 19 Leases' issued by the ICAI.

b) Unsecured lease exposures, as defined in paragraph 5.4 above, which are identified as 'substandard' would attract additional provision of 10 per cent, i.e., a total of 25 per cent.

ii) Doubtful assets

100 percent of the extent to which, the finance is not secured by the realisable value of the leased asset. Realisable value is to be estimated on a realistic basis. In addition to the above provision, provision at the following rates should be made on the sum of the net investment in the lease and the unrealised portion of finance income net of finance charge component of the secured portion, depending upon the period for which asset has been doubtful:

Period for which the advance has remained in 'doubtful' category	Provision requirement (%)
Up to one year	25
One to three years	40
More than three years	100

iii) Loss assets

The entire asset should be written off. If for any reason, an asset is allowed to remain in books, 100 percent of the sum of the net investment in the lease and the unrealised portion of finance income net of finance charge component should be provided for.

5.9 **Guidelines for Provisions under Special Circumstances**

5.9.1 Advances granted under rehabilitation packages approved by BIFR/term lending institutions

(i) In respect of advances under rehabilitation package approved by BIFR/term lending institutions, the provision should continue to be made in respect of dues to the bank on the existing credit facilities as per their

classification as substandard or doubtful asset.

(ii) As regards the additional facilities sanctioned as per package finalised by BIFR and/or term lending institutions, provision on additional facilities sanctioned need not be made for a period of one year from the date of disbursement.

(iii) In respect of additional credit facilities granted to SSI units which are identified as sick [as defined in Section IV (Para 2.8) of RPCD circular RPCD.PLNFS.BC. No 83 /06.02.31/2004-2005 dated 1 March 2005] and where rehabilitation packages/nursing programmes have been drawn by the banks themselves or under consortium arrangements, no provision need be made for a period of one year.

5.9.2 Advances against term deposits, NSCs eligible for surrender, IVPs, KVPs, gold ornaments, government & other securities and life insurance policies would attract provisioning requirements as applicable to their asset classification status.

5.9.3 Treatment of interest suspense account

Amounts held in Interest Suspense Account should not be reckoned as part of provisions. Amounts lying in the Interest Suspense Account should be deducted from the relative advances and thereafter, provisioning as per the norms, should be made on the balances after such deduction.

5.9.4 Advances covered by ECGC guarantee

In the case of advances classified as doubtful and guaranteed by ECGC, provision should be made only for the balance in excess of the amount guaranteed by the Corporation. Further, while arriving at the provision required to be made for doubtful assets, realisable value of the securities should first be deducted from the outstanding balance in respect of the amount guaranteed by the Corporation and then provision made as illustrated hereunder:

Example

Outstanding Balance	Rs. 4 lakhs
ECGC Cover	50 percent
Period for which the advance has remained doubtful	More than 2 years remained doubtful (say as on March 31, 2012)

Value of security held (excludes worth of Rs.)	Rs. 1.50 lakhs

Provision required to be made

Outstanding balance	Rs. 4.00 lakhs
Less: Value of security held	Rs. 1.50 lakhs
Unrealised balance	Rs. 2.50 lakhs
Less: ECGC Cover (50% of unrealisable balance)	Rs. 1.25 lakhs
Net unsecured balance	Rs. 1.25 lakhs
Provision for unsecured portion of advance	Rs. 1.25 lakhs (@ 100 percent of unsecured portion)
Provision for secured portion of advance (as on March 31, 2012)	Rs.0.60 lakhs (@ 40 per cent of the secured portion)
Total provision to be made	Rs.1.85 lakhs (as on March 31, 2012)

5.9.5 Advance covered by CGTSI guarantee

In case the advance covered by CGTSI guarantee becomes nonperforming, no provision need be made towards the guaranteed portion. The amount outstanding in excess of the guaranteed portion should be provided for as per the extant guidelines on provisioning for nonperforming advances. Two illustrative examples are given below:

Example

Outstanding Balance	Rs. 10 lakhs
CGTISI Cover	75% of the amount outstanding or 75% of the unsecured amount or Rs.37.50 lakh, whichever is the least
Period for which the advance has remained doubtful	More than 2 years remained doubtful (say as on March 31, 2012)
Value of security held (excludes worth of Rs.)	Rs. 1.50 lakhs

Provision required to be made

Balance outstanding	Rs.10.00 lakh

Less: Value of security	Rs. 1.50 lakh
Unsecured amount	Rs. 8.50 lakh
Less: CGTSI cover (75%)	Rs. 6.38 lakh
Net unsecured and uncovered portion:	Rs. 2.12 lakh
Provision for Secured portion @ 40% of Rs.1.50 lakh	Rs.0.60 lakh
Provision for Unsecured & uncovered portion @ 100% of Rs.2.12 lakh	Rs.2.12 lakh
Total provision required	Rs.2.72 lakh

5.9.6 Takeout finance

The lending institution should make provisions against a 'takeout finance' turning into NPA pending its takeover by the taking-over institution. As and when the asset is taken-over by the taking-over institution, the corresponding provisions could be reversed.

5.9.7 Reserve for Exchange Rate Fluctuations Account (RERFA)

When exchange rate movements of Indian rupee turn adverse, the outstanding amount of foreign currency denominated loans (where actual disbursement was made in Indian Rupee) which becomes overdue, goes up correspondingly, with its attendant implications of provisioning requirements. Such assets should not normally be revalued. In case such assets need to be revalued as per requirement of accounting practices or for any other requirement, the following procedure may be adopted:

- The loss on revaluation of assets has to be booked in the bank's Profit & Loss Account.
- Besides the provisioning requirement as per Asset Classification, banks should treat the full amount of the Revaluation Gain relating to the corresponding assets, if any, on account of Foreign Exchange Fluctuation as provision against the particular assets.

5.9.8 Provisioning for country risk

Banks shall make provisions, with effect from the year ending 31 March 2003, on the net funded country exposures on a graded scale ranging from 0.25 to 100 percent

according to the risk categories mentioned below. To begin with, banks shall make provisions as per the following schedule:

Risk category	**ECGC Classification**	**Provisioning Requirement (per cent)**
Insignificant	A1	0.25
Low	A2	0.25
Moderate	B1	5
High	B2	20
Very high	C1	25
Restricted	C2	100
Offcredit	D	100

Banks are required to make provision for country risk in respect of a country where its net funded exposure is one per cent or more of its total assets.

The provision for country risk shall be in addition to the provisions required to be held according to the asset classification status of the asset. In the case of 'loss assets' and 'doubtful assets', provision held, including provision held for country risk, may not exceed 100% of the outstanding.

Banks may not make any provision for 'home country' exposures i.e. exposure to India. The exposures of foreign branches of Indian banks to the host country should be included. Foreign banks shall compute the country exposures of their Indian branches and shall hold appropriate provisions in their Indian books. However, their exposures to India will be excluded.

Banks may make a lower level of provisioning (say 25% of the requirement) in respect of short-term exposures (i.e. exposures with contractual maturity of less than 180 days).

5.9.9 <u>Excess Provisions on sale of Standard Asset / NPAs</u>

(a) If the sale is in respect of Standard Asset and the sale consideration is higher than the book value, the excess provisions may be credited to Profit and Loss Account.

(b) Excess provisions which arise on sale of NPAs can be admitted as Tier II capital subject to the overall ceiling of 1.25% of total Risk Weighted Assets.

Accordingly, these excess provisions that arise on sale of NPAs would be eligible for Tier II status in terms of paragraph 4.3.2 of Master Circular DBOD.No.BP.BC.15/21.06.001/2010-11 dated July 01, 2010 on Prudential guidelines on Capital Adequacy and Market Discipline - New Capital Adequacy Framework (NCAF) and paragraph 2.1.1.2.C of Master Circular DBOD.No.BP.BC.4/21.01.002/2010-11 dated July 1, 2010 on Prudential Norms on Capital adequacy - Basel I Framework.

5.9.10 Provisions for Diminution of Fair Value

Provisions for diminution of fair value of restructured advances, both in respect of Standard Assets as well as NPAs, made on account of reduction in rate of interest and / or reschedulement of principal amount are permitted to be netted from the relative asset.

5.9.11 Provisioning norms for Liquidity facility provided for Securitisation transactions

The amount of liquidity facility drawn and outstanding for more than 90 days, in respect of securitisation transactions undertaken in terms of our guidelines on securitisation dated February 1, 2006, should be fully provided for.

5.9.12 Provisioning requirements for derivative exposures

Credit exposures computed as per the current marked to market value of the contract, arising on account of the interest rate & foreign exchange derivative transactions, and gold, shall also attract provisioning requirement as applicable to the loan assets in the 'standard' category, of the concerned counterparties. All conditions applicable for treatment of the provisions for standard assets would also apply to the aforesaid provisions for derivative and gold exposures.

5.9.13 Provisioning for housing loans at teaser rates

It has been observed that some banks are following the practice of sanctioning housing loans at teaser rates i.e. at comparatively lower rates of interest in the first few years, after which rates are reset at higher rates. This practice raises concern as some borrowers may find it difficult to service the loans once the normal interest rate, which is higher than the rate applicable in the initial years, becomes effective. It has

been also observed that many banks at the time of initial loan appraisal, do not take into account the repaying capacity of the borrower at normal lending rates. Therefore, in view of the higher risk associated with such loans, the standard asset provisioning on the outstanding amount has been increased from 0.40 per cent to 2.00 per cent with immediate effect. The provisioning on these assets would revert to 0.40 per cent after 1 year from the date on which the rates are reset at higher rates if the accounts remain 'standard'.

5.9.14 Restructured Advances:

i. Restructured accounts classified as standard advances will attract a provision of 2 per cent in the first two years from the date of restructuring. In cases of moratorium on payment of interest/principal after restructuring, such advances will attract a provision of 2 per cent for the period covering moratorium and two years; and

ii. Restructured accounts classified as non-performing advances, when upgraded to standard category will attract a provision of 2 per cent in the first year from the date of upgradation

5.10 **Provisioning Coverage Ratio**

i. Provisioning Coverage Ratio (PCR) is essentially the ratio of provisioning to gross non-performing assets and indicates the extent of funds a bank has kept aside to cover loan losses.

ii. From a macro-prudential perspective, banks should build up provisioning and capital buffers in good times i.e. when the profits are good, which can be used for absorbing losses in a downturn. This will enhance the soundness of individual banks, as also the stability of the financial sector. It was, therefore, decided that banks should augment their provisioning cushions consisting of specific provisions against NPAs as well as floating provisions, and ensure that their total provisioning coverage ratio, including floating provisions, is not less than 70 per cent. Accordingly, banks were advised to achieve this norm not later than end-September 2010.

iii. Majority of the banks had achieved PCR of 70 percent and had represented to RBI whether the prescribed PCR is required to be maintained on an ongoing basis. The matter was examined and till such time RBI introduces a more comprehensive methodology of countercyclical provisioning taking into account the international

standards as are being currently developed by Basel Committee on Banking Supervision (BCBS) and other provisioning norms, banks were advised that :

a) the PCR of 70 percent may be with reference to the gross NPA position in banks as on September 30, 2010;

b) the surplus of the provision under PCR vis-a-vis as required as per prudential norms should be segregated into an account styled as "countercyclical provisioning buffer", computation of which may be undertaken as per the format given in Annex - 3; and

c) this buffer will be allowed to be used by banks for making specific provisions for NPAs during periods of system wide downturn, with the prior approval of RBI.

iv. Some of the banks that had been granted extension of time beyond the stipulated date i.e. September 30, 2010 for achieving the PCR of 70 percent on their request, should calculate the required provisions for 70 percent PCR as on September 30, 2010 and compute the shortfall there from. This shortfall should be built up at the earliest and these banks should reassess the further time required beyond March 31, 2011, if any, to build up the buffer and seek approval from RBI.

v. The PCR of the bank should be disclosed in the Notes to Accounts to the Balance Sheet.

6. Guidelines on sale of financial assets to Securitisation Company (SC)/ Reconstruction Company (RC) (created under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002) and related issues

6.1 Scope

These guidelines would be applicable to sale of financial assets enumerated in paragraph 6.3 below, by banks/ FIs, for asset reconstruction/ securitisation under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

6.2 Structure

The guidelines to be followed by banks/ FIs while selling their financial assets to SC/RC under the Act ibid and investing in bonds/ debentures/ security receipts

offered by the SC/RC are given below. The prudential guidelines have been grouped under the following headings:

i) Financial assets which can be sold.

ii) Procedure for sale of banks'/ FIs' financial assets to SC/ RC, including valuation and pricing aspects.

iii) Prudential norms, in the following areas, for banks/ FIs for sale of their financial assets to SC/ RC and for investing in bonds/ debentures/ security receipts and any other securities offered by the SC/RC as compensation consequent upon sale of financial assets:

a) Provisioning / Valuation norms

b) Capital adequacy norms

c) Exposure norms

iv) Disclosure requirements

6.3 Financial assets which can be sold

A financial asset may be sold to the SC/RC by any bank/ FI where the asset is:

i) A NPA, including a non-performing bond/ debenture, and

ii) A Standard Asset where:

(a) the asset is under consortium/ multiple banking arrangements,

(b) at least 75% by value of the asset is classified as non-performing asset in the books of other banks/FIs, and

(c) at least 75% (by value) of the banks / FIs who are under the consortium / multiple banking arrangements agree to the sale of the asset to SC/RC.

6.4. Procedure for sale of banks'/ FIs' financial assets to SC/ RC, including valuation and pricing aspects

(a) The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) allows acquisition of financial assets by SC/RC from any bank/ FI on such terms and conditions as may be agreed upon between them. This provides for sale of the financial assets on 'without recourse' basis, i.e., with the entire credit risk associated with the financial assets being transferred to SC/ RC, as well as on 'with recourse' basis, i.e., subject to unrealized part of the asset reverting to the seller bank/ FI. Banks/ FIs are, however, directed to

ensure that the effect of the sale of the financial assets should be such that the asset is taken off the books of the bank/ FI and after the sale there should not be any known liability devolving on the banks/ FIs.

(b) Banks/ FIs, which propose to sell to SC/RC their financial assets should ensure that the sale is conducted in a prudent manner in accordance with a policy approved by the Board. The Board shall lay down policies and guidelines covering, *inter alia*,

i. Financial assets to be sold;

ii. Norms and procedure for sale of such financial assets;

iii. Valuation procedure to be followed to ensure that the realisable value of financial assets is reasonably estimated;

iv. Delegation of powers of various functionaries for taking decision on the sale of the financial assets; etc.

(c) Banks/ FIs should ensure that subsequent to sale of the financial assets to SC/RC, they do not assume any operational, legal or any other type of risks relating to the financial assets sold.

(d) (i) Each bank / FI will make its own assessment of the value offered by the SC / RC for the financial asset and decide whether to accept or reject the offer.

(ii) In the case of consortium / multiple banking arrangements, if 75% (by value) of the banks / FIs decide to accept the offer, the remaining banks / FIs will be obligated to accept the offer.

(iii) Under no circumstances can a transfer to the SC/ RC be made at a contingent price whereby in the event of shortfall in the realization by the SC/RC, the banks/ FIs would have to bear a part of the shortfall.

(e) Banks/ FIs may receive cash or bonds or debentures as sale consideration for the financial assets sold to SC/RC.

(f) Bonds/ debentures received by banks/ FIs as sale consideration towards sale of financial assets to SC/RC will be classified as investments in the books of banks/ FIs.

(g) Banks may also invest in security receipts, Pass-through certificates (PTC), or other bonds/ debentures issued by SC/RC. These securities will also be classified as investments in the books of banks/ FIs.

(h) In cases of specific financial assets, where it is considered necessary, banks/ FIs may enter into agreement with SC/RC to share, in an agreed proportion, any surplus realised by SC/RC on the eventual realisation of the concerned asset. In such cases the terms of sale should provide for a report from the SC/RC to the bank/ FI on the value realised from the asset. No credit for the expected profit will be taken by banks/ FIs until the profit materializes on actual sale.

6.5. Prudential norms for banks/ FIs for the sale transactions

(A) Provisioning/ valuation norms

(a) (i) When a bank / FI sells its financial assets to SC/ RC, on transfer the same will be removed from its books.

(ii) If the sale to SC/ RC is at a price below the net book value (NBV) (i.e., book value less provisions held), the shortfall should be debited to the profit and loss account of that year.

(iii) If the sale is for a value higher than the NBV, the excess provision will not be reversed but will be utilized to meet the shortfall/ loss on account of sale of other financial assets to SC/RC.

(iv) When banks/ FIs invest in the security receipts/ pass-through certificates issued by SC/RC in respect of the financial assets sold by them to the SC/RC, the sale shall be recognised in books of the banks / FIs at the lower of:

- the redemption value of the security receipts/ pass-through certificates, and
- the NBV of the financial asset.

The above investment should be carried in the books of the bank / FI at the price as determined above until its sale or realization, and on such sale or realization, the loss or gain must be dealt with in the same manner as at (ii) and (iii) above.

(b) *The securities (bonds and debentures) offered by SC / RC should satisfy the following conditions:*

(i) The securities must not have a term in excess of six years.

(ii) The securities must carry a rate of interest which is not lower than 1.5% above the Bank Rate in force at the time of issue.

(iii) The securities must be secured by an appropriate charge on the assets transferred.

(iv) The securities must provide for part or full prepayment in the event the SC / RC sells the asset securing the security before the maturity date of the security.

(v). The commitment of the SC / RC to redeem the securities must be unconditional and not linked to the realization of the assets.

(vi) Whenever the security is transferred to any other party, notice of transfer should be issued to the SC/ RC.

(c) *Investment in debentures/ bonds/ security receipts/ Pass-through certificates issued by SC/ RC*

All instruments received by banks/FIs from SC/RC as sale consideration for financial assets sold to them and also other instruments issued by SC/ RC in which banks/ FIs invest will be in the nature of non SLR securities. Accordingly, the valuation, classification and other norms applicable to investment in non-SLR instruments prescribed by RBI from time to time would be applicable to bank's/ FI's investment in debentures/ bonds/ security receipts/PTCs issued by SC/ RC. However, if any of the above instruments issued by SC/RC is limited to the actual realisation of the financial assets assigned to the instruments in the concerned scheme the bank/ FI shall reckon the Net Asset Value (NAV), obtained from SC/RC from time to time, for valuation of such investments.

(B) Exposure Norms

Banks'/ FIs' investments in debentures/ bonds/ security receipts/PTCs issued by a SC/RC will constitute exposure on the SC/RC. As only a few SC/RC are being set up now, banks'/ FIs' exposure on SC/RC through their investments in debentures/ bonds/security receipts/PTCs issued by the SC/ RC may go beyond their prudential exposure ceiling. In view of the extra ordinary nature of event, banks/ FIs will be allowed, in the initial years, to exceed prudential exposure ceiling on a case-to-case basis.

6.6. Disclosure Requirements

Banks/ FIs, which sell their financial assets to an SC/ RC, shall be required to make the following disclosures in the Notes on Accounts to their Balance sheets:

Details of financial assets sold during the year to SC/RC for Asset Reconstruction

a. No. of accounts

b. Aggregate value (net of provisions) of accounts sold to SC / RC

c. Aggregate consideration

d. Additional consideration realized in respect of accounts transferred in earlier years

e. Aggregate gain / loss over net book value.

6.7. Related Issues

(a) SC/ RC will also take over financial assets which cannot be revived and which, therefore, will have to be disposed of on a realisation basis. Normally the SC/ RC will not take over these assets but act as an agent for recovery for which it will charge a fee.

(b) Where the assets fall in the above category, the assets will not be removed from the books of the bank/ FI but realisations as and when received will be credited to the asset account. Provisioning for the asset will continue to be made by the bank / FI in the normal course.

7. Guidelines on purchase/ sale of Non - Performing Financial Assets

In order to increase the options available to banks for resolving their non performing assets and to develop a healthy secondary market for nonperforming assets, where securitisation companies and reconstruction companies are not involved, guidelines have been issued to banks on purchase / sale of NonPerforming Assets. Since the sale/purchase of nonperforming financial assets under this option would be conducted within the financial system the whole process of resolving the non performing assets and matters related thereto has to be initiated with due diligence and care warranting the existence of a set of clear guidelines which shall be complied with by all entities so that the process of resolving non-performing assets by sale and purchase of NPAs proceeds on smooth and sound lines. Accordingly guidelines on sale/purchase of nonperforming assets have been formulated and furnished below. The guidelines may be placed before the bank's /FI's /NBFC's Board and appropriate steps may be taken for their implementation.

Scope

7.1 These guidelines would be applicable to banks, FIs and NBFCs purchasing/ selling non performing financial assets, from/ to other banks/FIs/NBFCs (excluding securitisation companies/ reconstruction companies).

7.2 A financial asset, including assets under multiple/consortium banking arrangements, would be eligible for purchase/sale in terms of these guidelines if it is a nonperforming asset/non performing investment in the books of the selling bank.

7.3 The reference to 'bank' in the guidelines on purchase/sale of nonperforming financial assets would include financial institutions and NBFCs.

Structure

7.4 The guidelines to be followed by banks purchasing/ selling nonperforming financial assets from / to other banks are given below. The guidelines have been grouped under the following headings:

i) Procedure for purchase/ sale of non performing financial assets by banks, including valuation and pricing aspects.

ii) Prudential norms, in the following areas, for banks for purchase/ sale of non performing financial assets:

a) Asset classification norms

b) Provisioning norms

c) Accounting of recoveries

d) Capital adequacy norms

e) Exposure norms

iii) Disclosure requirements

7.5 **Procedure for purchase/ sale of non performing financial assets, including valuation and pricing aspects**

i) A bank which is purchasing/ selling nonperforming financial assets should ensure that the purchase/ sale is conducted in accordance with a policy approved by the Board. The Board shall lay down policies and guidelines covering, *inter alia*,

a) Non performing financial assets that may be purchased/ sold;

b) Norms and procedure for purchase/ sale of such financial assets;

c) Valuation procedure to be followed to ensure that the economic value of financial assets is reasonably estimated based on the estimated cash flows arising out of repayments and recovery prospects;

d) Delegation of powers of various functionaries for taking decision on the purchase/ sale of the financial assets; etc.

e) Accounting policy

ii) While laying down the policy, the Board shall satisfy itself that the bank has adequate skills to purchase non performing financial assets and deal with them in an

efficient manner which will result in value addition to the bank. The Board should also ensure that appropriate systems and procedures are in place to effectively address the risks that a purchasing bank would assume while engaging in this activity.

iii) Banks should, while selling NPAs, work out the net present value of the estimated cash flows associated with the realisable value of the available securities net of the cost of realisation. The sale price should generally not be lower than the net present value arrived at in the manner described above. (Same principle should be used in compromise settlements. As the payment of the compromise amount may be in instalments, the net present value of the settlement amount should be calculated and this amount should generally not be less than the net present value of the realisable value of securities.)

iv) The estimated cash flows are normally expected to be realised within a period of three years and at least 10% of the estimated cash flows should be realized in the first year and at least 5% in each half year thereafter, subject to full recovery within three years.

v) A bank may purchase/sell nonperforming financial assets from/to other banks only on 'without recourse' basis, i.e., the entire credit risk associated with the nonperforming financial assets should be transferred to the purchasing bank. Selling bank shall ensure that the effect of the sale of the financial assets should be such that the asset is taken off the books of the bank and after the sale there should not be any known liability devolving on the selling bank.

vi) Banks should ensure that subsequent to sale of the non performing financial assets to other banks, they do not have any involvement with reference to assets sold and do not assume operational, legal or any other type of risks relating to the financial assets sold. Consequently, the specific financial asset should not enjoy the support of credit enhancements / liquidity facilities in any form or manner.

vii) Each bank will make its own assessment of the value offered by the purchasing bank for the financial asset and decide whether to accept or reject the offer.

viii) Under no circumstances can a sale to other banks be made at a contingent price whereby in the event of shortfall in the realization by the purchasing banks, the

selling banks would have to bear a part of the shortfall.

ix) A nonperforming asset in the books of a bank shall be eligible for sale to other banks only if it has remained a nonperforming asset for at least two years in the books of the selling bank.

x) Banks shall sell nonperforming financial assets to other banks only on cash basis. The entire sale consideration should be received upfront and the asset can be taken out of the books of the selling bank only on receipt of the entire sale consideration.

xi) A nonperforming financial asset should be held by the purchasing bank in its books at least for a period of 15 months before it is sold to other banks. Banks should not sell such assets back to the bank, which had sold the NPFA.

(xii) Banks are also permitted to sell/buy homogeneous pool within retail non-performing financial assets, on a portfolio basis provided each of the nonperforming financial assets of the pool has remained as nonperforming financial asset for at least 2 years in the books of the selling bank. The pool of assets would be treated as a single asset in the books of the purchasing bank.

xiii) The selling bank shall pursue the staff accountability aspects as per the existing instructions in respect of the nonperforming assets sold to other banks.

7.6. **Prudential norms for banks for the purchase/ sale transactions**

(A) <u>Asset classification norms</u>

(i) The nonperforming financial asset purchased, may be classified as 'standard' in the books of the purchasing bank for a period of 90 days from the date of purchase. Thereafter, the asset classification status of the financial asset purchased, shall be determined by the record of recovery in the books of the purchasing bank with reference to cash flows estimated while purchasing the asset which should be in compliance with requirements in Para 7.5 (iv).

(ii) The asset classification status of an existing exposure (other than purchased financial asset) to the same obligor in the books of the purchasing bank will continue to be governed by the record of recovery of that exposure and hence may be different.

(iii) Where the purchase/sale does not satisfy any of the prudential requirements prescribed in these guidelines the asset classification status of the financial asset in the books of the purchasing bank at the time of purchase shall be the same as in the books of the selling bank. Thereafter, the asset classification status will continue to be determined with reference to the date of NPA in the selling bank.

(iv) Any restructure/reschedule/rephrase of the repayment schedule or the estimated cash flow of the nonperforming financial asset by the purchasing bank shall render the account as a nonperforming asset.

(B) Provisioning norms

Books of selling bank

i) When a bank sells its nonperforming financial assets to other banks, the same will be removed from its books on transfer.

ii) If the sale is at a price below the net book value (NBV) (i.e., book value less provisions held), the shortfall should be debited to the profit and loss account of that year.

iii) If the sale is for a value higher than the NBV, the excess provision shall not be reversed but will be utilised to meet the shortfall/ loss on account of sale of other nonperforming financial assets.

Books of purchasing bank

The asset shall attract provisioning requirement appropriate to its asset classification status in the books of the purchasing bank.

(C) Accounting of recoveries

Any recovery in respect of a nonperforming asset purchased from other banks should first be adjusted against its acquisition cost. Recoveries in excess of the acquisition cost can be recognised as profit.

(D) Capital Adequacy

For the purpose of capital adequacy, banks should assign 100% risk weights to the nonperforming financial assets purchased from other banks. In case the non-performing asset purchased is an investment, then it would attract capital charge for

market risks also. For NBFCs the relevant instructions on capital adequacy would be applicable.

(E) Exposure Norms

The purchasing bank will reckon exposure on the obligor of the specific financial asset. Hence these banks should ensure compliance with the prudential credit exposure ceilings (both single and group) after reckoning the exposures to the obligors arising on account of the purchase. For NBFCs the relevant instructions on exposure norms would be applicable.

7.7. **Disclosure Requirements**

Banks which purchase nonperforming financial assets from other banks shall be required to make the following disclosures in the Notes on Accounts to their Balance sheets:

A. Details of nonperforming financial assets purchased:

(Amounts in Rupees crore)

1. (a) No. of accounts purchased during the year
   (b) Aggregate outstanding

2. (a) Of these, number of accounts restructured during the year
   (b) Aggregate outstanding

B. Details of nonperforming financial assets sold:

(Amounts in Rupees crore)

1. No. of accounts sold
2. Aggregate outstanding
3. Aggregate consideration received

C. The purchasing bank shall furnish all relevant reports to RBI, CIBIL etc. in respect of the nonperforming financial assets purchased by it.

8. Writing off of NPAs

8.1 In terms of Section 43(D) of the Income Tax Act 1961, income by way of interest in relation to such categories of bad and doubtful debts as may be prescribed having regard to the guidelines issued by the RBI in relation to such debts, shall be chargeable to tax in the previous year in which it is credited to the bank's profit and loss account or received, whichever is earlier.

8.2 This stipulation is not applicable to provisioning required to be made as indicated above. In other words, amounts set aside for making provision for NPAs as above are not eligible for tax deductions.

8.3 Therefore, the banks should either make full provision as per the guidelines or write-off such advances and claim such tax benefits as are applicable, by evolving appropriate methodology in consultation with their auditors/tax consultants. Recoveries made in such accounts should be offered for tax purposes as per the rules.

8.4 **Write-off at Head Office Level**

Banks may write-off advances at Head Office level, even though the relative advances are still outstanding in the branch books. However, it is necessary that provision is made as per the classification accorded to the respective accounts. In other words, if an advance is a loss asset, 100 percent provision will have to be made therefor.

PART B

Prudential Guidelines on Restructuring of Advances by Banks

9. Background

9.1 The guidelines issued by the Reserve Bank of India on restructuring of advances (other than those restructured under a separate set of guidelines issued by the Rural Planning and Credit Department (RPCD) of the RBI on restructuring of advances on account of natural calamities) are divided into the following four categories :

(i) Guidelines on restructuring of advances extended to industrial units.

(ii) Guidelines on restructuring of advances extended to industrial units under the Corporate Debt Restructuring (CDR) Mechanism

(iii) Guidelines on restructuring of advances extended to Small and Medium Enterprises (SME)

(iv) Guidelines on restructuring of all other advances.

In these four sets of guidelines on restructuring of advances, the differentiation has been broadly made based on whether a borrower is engaged in an industrial activity or a non-industrial activity. In addition an elaborate institutional mechanism has been laid down for accounts restructured under CDR Mechanism. The major difference in the prudential regulations lies in the stipulation that subject to certain conditions, the accounts of borrowers engaged in industrial activities (under CDR Mechanism, SME Debt Restructuring Mechanism and outside these mechanisms) continue to be classified in the existing asset classification category upon restructuring. This benefit of retention of asset classification on restructuring is not available to the accounts of borrowers engaged in non-industrial activities except to SME borrowers. Another difference is that the prudential regulations covering the CDR Mechanism and restructuring of advances extended to SMEs are more detailed and comprehensive than that covering the restructuring of the rest of the advances including the advances extended to the industrial units, outside CDR Mechanism. Further, the CDR Mechanism is available only to the borrowers engaged in industrial activities.

9.2 Since the principles underlying the restructuring of all advances were identical, the prudential regulations needed to be aligned in all cases. Accordingly, the prudential norms across all categories of debt restructuring mechanisms, other than those restructured on account of natural calamities which will continue to be covered by the extant guidelines

issued by the RPCD were harmonised in August 2008. These prudential norms applicable to all restructurings including those under CDR Mechanism are laid down in para 11. The details of the institutional / organizational framework for CDR Mechanism and SME Debt Restructuring Mechanism are given in Annex - 4.

It may be noted that while the general principles laid down in para 11 inter-alia stipulate that 'standard' advances should be re-classified as 'sub-standard' immediately on restructuring, all borrowers, with the exception of the borrowal categories specified in para 14.1 below (i.e consumer and personal advances, advances classified as capital market and real estate exposures), will be entitled to retain the asset classification upon restructuring, subject to the conditions enumerated in para 14.2.

9.3 The CDR Mechanism (Annex - 4) will also be available to the corporates engaged in non-industrial activities, if they are otherwise eligible for restructuring as per the criteria laid down for this purpose. Further, banks are also encouraged to strengthen the co-ordination among themselves in the matter of restructuring of consortium / multiple banking accounts, which are not covered under the CDR Mechanism.

10. Key Concepts

Key concepts used in these guidelines are defined in Annex - 5.

11. General Principles and Prudential Norms for Restructured Advances

The principles and prudential norms laid down in this paragraph are applicable to all advances including the borrowers, who are eligible for special regulatory treatment for asset classification as specified in para 14. In these cases, the provisions of paras 11.1.2, 11.2.1 and 11.2.2 would stand modified by the provisions in para 14.

11.1 Eligibility criteria for restructuring of advances

11.1.1 Banks may restructure the accounts classified under 'standard', 'sub-standard' and 'doubtful' categories.

11.1.2 Banks can not reschedule / restructure / renegotiate borrowal accounts with retrospective effect. While a restructuring proposal is under consideration, the usual asset classification norms would continue to apply. The process of re-classification of an asset should not stop merely because restructuring proposal is under consideration. The asset classification status as on the date of approval of the

restructured package by the competent authority would be relevant to decide the asset classification status of the account after restructuring / rescheduling / renegotiation. In case there is undue delay in sanctioning a restructuring package and in the meantime the asset classification status of the account undergoes deterioration, it would be a matter of supervisory concern.

11.1.3 Normally, restructuring can not take place unless alteration / changes in the original loan agreement are made with the formal consent / application of the debtor. However, the process of restructuring can be initiated by the bank in deserving cases subject to customer agreeing to the terms and conditions.

11.1.4 No account will be taken up for restructuring by the banks unless the financial viability is established and there is a reasonable certainty of repayment from the borrower, as per the terms of restructuring package. The viability should be determined by the banks based on the acceptable viability benchmarks determined by them, which may be applied on a case-by-case basis, depending on merits of each case. Illustratively, the parameters may include the Return on Capital Employed, Debt Service Coverage Ratio, Gap between the Internal Rate of Return and Cost of Funds and the amount of provision required in lieu of the diminution in the fair value of the restructured advance. The accounts not considered viable should not be restructured and banks should accelerate the recovery measures in respect of such accounts. Any restructuring done without looking into cash flows of the borrower and assessing the viability of the projects / activity financed by banks would be treated as an attempt at ever greening a weak credit facility and would invite supervisory concerns / action.

11.1.5 While the borrowers indulging in frauds and malfeasance will continue to remain ineligible for restructuring, banks may review the reasons for classification of the borrowers as wilful defaulters specially in old cases where the manner of classification of a borrower as a wilful defaulter was not transparent and satisfy itself that the borrower is in a position to rectify the wilful default. The restructuring of such cases may be done with Board's approval, while for such accounts the restructuring under the CDR Mechanism may be carried out with the approval of the Core Group only.

11.1.6 BIFR cases are not eligible for restructuring without their express approval. CDR Core Group in the case of advances restructured under CDR Mechanism / the lead bank in the case of SME Debt Restructuring Mechanism and the individual banks in other cases, may consider the proposals for restructuring in

such cases, after ensuring that all the formalities in seeking the approval from BIFR are completed before implementing the package.

11.2 Asset classification norms

Restructuring of advances could take place in the following stages :

(a) before commencement of commercial production / operation;

(b) after commencement of commercial production / operation but before the asset has been classified as 'sub-standard';

(c) after commencement of commercial production / operation and the asset has been classified as 'sub-standard' or 'doubtful'.

11.2.1 The accounts classified as 'standard assets' should be immediately re-classified as 'sub-standard assets' upon restructuring.

11.2.2 The non-performing assets, upon restructuring, would continue to have the same asset classification as prior to restructuring and slip into further lower asset classification categories as per extant asset classification norms with reference to the pre-restructuring repayment schedule.

11.2.3 All restructured accounts which have been classified as non-performing assets upon restructuring, would be eligible for up-gradation to the 'standard' category after observation of 'satisfactory performance' during the 'specified period' (Annex - 5).

11.2.4 In case, however, satisfactory performance after the specified period is not evidenced, the asset classification of the restructured account would be governed as per the applicable prudential norms with reference to the pre-restructuring payment schedule.

11.2.5 Any additional finance may be treated as 'standard asset', up to a period of one year after the first interest / principal payment, whichever is earlier, falls due under the approved restructuring package. However, in the case of accounts where the prerestructuring facilities were classified as 'sub-standard' and 'doubtful', interest income on the additional finance should be recognised only on cash basis. If the restructured asset does not qualify for upgradation at the end of the above specified one year period, the additional finance shall be placed in the same asset classification category as the restructured debt.

11.2.6 In case a restructured asset, which is a standard asset on restructuring, is subjected to restructuring on a subsequent occasion, it should be classified as substandard. If the restructured asset is a sub-standard or a doubtful asset and is subjected to restructuring, on a subsequent occasion, its asset classification will be reckoned from the date when it became NPA on the first occasion. However, such advances restructured on second or more occasion may be allowed to be upgraded to standard category after one year from the date of first payment of interest or repayment of principal whichever falls due earlier in terms of the current restructuring package subject to satisfactory performance.

11.3 Income recognition norms

Subject to provisions of paragraphs 11.2.5, 12.2 and 13.2, interest income in respect of restructured accounts classified as 'standard assets' will be recognized on accrual basis and that in respect of the accounts classified as 'non-performing assets' will be recognized on cash basis.

11.4 Provisioning norms

11.4.1 *Normal provisions*

Banks will hold provision against the restructured advances as per the existing provisioning norms.

11.4.2 *Provision for diminution in the fair value of restructured advances*

(i) Reduction in the rate of interest and / or reschedulement of the repayment of principal amount, as part of the restructuring, will result in diminution in the fair value of the advance. Such diminution in value is an economic loss for the bank and will have impact on the bank's market value of equity. It is, therefore, necessary for banks to measure such diminution in the fair value of the advance and make provisions for it by debit to Profit & Loss Account. Such provision should be held in addition to the provisions as per existing provisioning norms as indicated in para 11.4.1 above, and in an account distinct from that for normal provisions.

For this purpose, the erosion in the fair value of the advance should be computed as the difference between the fair value of the loan before and after restructuring. Fair value of the loan before restructuring will be computed as

the present value of cash flows representing the interest at the existing rate charged on the advance before restructuring and the principal, discounted at a rate equal to the bank's BPLR as on the date of restructuring plus the appropriate term premium and credit risk premium for the borrower category on the date of restructuring. Fair value of the loan after restructuring will be computed as the present value of cash flows representing the interest at the rate charged on the advance on restructuring and the principal, discounted at a rate equal to the bank's BPLR as on the date of restructuring plus the appropriate term premium and credit risk premium for the borrower category on the date of restructuring.

The above formula moderates the swing in the diminution of present value of loans with the interest rate cycle and will have to follow consistently by banks in future. Further, it is reiterated that the provisions required as above arise due to the action of the banks resulting in change in contractual terms of the loan upon restructuring which are in the nature of financial concessions. These provisions are distinct from the provisions which are linked to the asset classification of the account classified as NPA and reflect the impairment due to deterioration in the credit quality of the loan. Thus, the two types of the provisions are not substitute for each other.

(ii) In the case of working capital facilities, the diminution in the fair value of the cash credit / overdraft component may be computed as indicated in para (i) above, reckoning the higher of the outstanding amount or the limit sanctioned as the principal amount and taking the tenor of the advance as one year. The term premium in the discount factor would be as applicable for one year. The fair value of the term loan components (Working Capital Term Loan and Funded Interest Term Loan) would be computed as per actual cash flows and taking the term premium in the discount factor as applicable for the maturity of the respective term loan components.

(iii) In the event any security is taken in lieu of the diminution in the fair value of the advance, it should be valued at Re.1/- till maturity of the security. This will ensure that the effect of charging off the economic sacrifice to the Profit & Loss account is not negated.

(iv) The diminution in the fair value may be re-computed on each balance sheet date till satisfactory completion of all repayment obligations and

full repayment of the outstanding in the account, so as to capture the changes in the fair value on account of changes in BPLR, term premium and the credit category of the borrower. Consequently, banks may provide for the shortfall in provision or reverse the amount of excess provision held in the distinct account.

(v) If due to lack of expertise / appropriate infrastructure, a bank finds it difficult to ensure computation of diminution in the fair value of advances extended by small / rural branches, as an alternative to the methodology prescribed above for computing the amount of diminution in the fair value, banks will have the option of notionally computing the amount of diminution in the fair value and providing therefor, at five percent of the total exposure, in respect of all restructured accounts where the total dues to bank(s) are less than rupees one crore till the financial year ending March 2013. The position would be reviewed thereafter.

11.4.3 The total provisions required against an account (normal provisions plus provisions in lieu of diminution in the fair value of the advance) are capped at 100% of the outstanding debt amount.

12. Prudential Norms for Conversion of Principal into Debt / Equity

12.1 Asset classification norms

A part of the outstanding principal amount can be converted into debt or equity instruments as part of restructuring. The debt / equity instruments so created will be classified in the same asset classification category in which the restructured advance has been classified. Further movement in the asset classification of these instruments would also be determined based on the subsequent asset classification of the restructured advance.

12.2 Income recognition norms

12.2.1 *Standard Accounts*

In the case of restructured accounts classified as 'standard', the income, if any, generated by these instruments may be recognised on accrual basis.

12.2.2 *Non- Performing Accounts*

In the case of restructured accounts classified as non-performing assets, the income, if any, generated by these instruments may be recognised only on cash basis.

12.3 Valuation and provisioning norms

These instruments should be held under AFS and valued as per usual valuation norms. Equity classified as standard asset should be valued either at market value, if quoted, or at break-up value, if not quoted (without considering the revaluation reserve, if any,)which is to be ascertained from the company's latest balance sheet. In case the latest balance sheet is not available the shares are to be valued at Rs 1. Equity instrument classified as NPA should be valued at market value, if quoted, and in case where equity is not quoted,it should be valued at Rs. 1. Depreciation on these instruments should not be offset against the appreciation in any other securities held under the AFS category.

13. Prudential Norms for Conversion of Unpaid Interest into 'Funded Interest Term Loan' (FITL), Debt or Equity Instruments

13.1 Asset classification norms

The FITL / debt or equity instrument created by conversion of unpaid interest will be classified in the same asset classification category in which the restructured advance has been classified. Further movement in the asset classification of FITL / debt or equity instruments would also be determined based on the subsequent asset classification of the restructured advance.

13.2 Income recognition norms

13.2.1 The income, if any, generated by these instruments may be recognised on accrual basis, if these instruments are classified as 'standard', and on cash basis in the cases where these have been classified as a non-performing asset.

13.2.2 The unrealised income represented by FITL / Debt or equity instrument should have a corresponding credit in an account styled as "Sundry Liabilities Account (Interest Capitalization)".

13.2.3 In the case of conversion of unrealised interest income into equity, which is quoted, interest income can be recognized after the account is upgraded to standard category at market value of equity, on the date of such up gradation, not exceeding the amount of interest converted into equity.

13.2.4 Only on repayment in case of FITL or sale / redemption proceeds of the debt / equity instruments, the amount received will be recognized in the P&L Account, while simultaneously reducing the balance in the "Sundry Liabilities Account (Interest Capitalisation)".

13.3 **Valuation & Provisioning norms**

Valuation and provisioning norms would be as per para 12.3 above. The depreciation, if any, on valuation may be charged to the Sundry Liabilities (Interest Capitalisation) Account.

14. Special Regulatory Treatment for Asset Classification

14.1 The special regulatory treatment for asset classification, in modification to the provisions in this regard stipulated in para 11, will be available to the borrowers engaged in important business activities, subject to compliance with certain conditions as enumerated in para 14.2 below. Such treatment is not extended to the following categories of advances:

i. Consumer and personal advances;

ii. Advances classified as Capital market exposures;

iii. Advances classified as commercial real estate exposures

The asset classification of these three categories accounts as well as that of other accounts which do not comply with the conditions enumerated in para 14.2, will be governed by the prudential norms in this regard described in para 11 above.

14.2 **Elements of special regulatory framework**

The special regulatory treatment has the following two components :

(i) Incentive for quick implementation of the restructuring package.

(ii) Retention of the asset classification of the restructured account in the pre-restructuring asset classification category

14.2.1 ***Incentive for quick implementation of the restructuring package***

As stated in para 11.1.2, during the pendency of the application for restructuring of the advance with the bank, the usual asset classification norms would continue to apply. The process of reclassification of an asset should not stop merely because the application is under consideration. However, as an incentive for quick implementation of the package, if the approved package is implemented by the bank as per the following time schedule, the asset classification status may be restored to the position which existed when the reference was made to the CDR Cell in respect of cases covered under the CDR Mechanism or when the restructuring application was received by the bank in non-CDR cases:

(i) Within 120 days from the date of approval under the CDR Mechanism.

(ii) Within 90 days from the date of receipt of application by the bank in cases other than those restructured under the CDR Mechanism.

14.2.2 **Asset classification benefits**

Subject to the compliance with the undernoted conditions in addition to the adherence to the prudential framework laid down in para 11:

(i) In modification to para 11.2.1, an existing 'standard asset' will not be downgraded to the sub-standard category upon restructuring.

(ii) In modification to para 11.2.2, during the specified period, the asset classification of the sub-standard / doubtful accounts will not deteriorate upon restructuring, if satisfactory performance is demonstrated during the specified period.

However, these benefits will be available subject to compliance with the following conditions:

i) The dues to the bank are 'fully secured' as defined in Annex - 5. The condition of being fully secured by tangible security will not be applicable in the following cases:

(a) SSI borrowers, where the outstanding is up to Rs.25 lakh.

(b) Infrastructure projects, provided the cash flows generated from these projects are adequate for repayment of the advance, the financing bank(s) have in place an appropriate mechanism to escrow the cash flows, and also have a clear and legal first claim on these cash flows.

(c) Dues of Micro Finance Institutions (MFIs) restructured up to March 31, 2011

ii) The unit becomes viable in 10 years, if it is engaged in infrastructure activities, and in 7 years in the case of other units.

iii) The repayment period of the restructured advance including the moratorium, if any, does not exceed 15 years in the case of infrastructure advances and 10 years in the case of other advances. The aforesaid ceiling of 10 years would not be applicable for restructured home loans; in these cases the Board of Director of the banks should prescribe the maximum period for restructured advance keeping in view the safety and soundness of the advances. Lending to individuals meant for acquiring residential property which are fully secured by mortgages on residential property that is or will be occupied by the borrower or that is rented are risk weighted as under the new capital adequacy framework, provided the LTV is not more than 75% , based on board approved valuation policy. However, the restructured housing loans should be risk weighted with an additional risk weight of 25 percentage points to the risk weight prescribed already.

iv) Promoters' sacrifice and additional funds brought by them should be a minimum of 15% of banks' sacrifice. The term 'bank's sacrifice' means the amount of "erosion in the fair value of the advance", to be computed as per the methodology enumerated in para 11.4.2 (i) above.

v) However, based on the representations received from Banks and Indian Banks' Association that corporate under stress find it difficult to bring in the promoters share of sacrifice and additional funds upfront on some occasions, it was decided that:

a) The promoter's sacrifice and additional funds required to be brought in by the promoters should generally be brought in upfront. However, if banks are convinced that the promoters face genuine difficulty in bringing their share of the sacrifice immediately and need some extension of time to fulfill their commitments, the promoters could be allowed to bring in 50%

of their sacrifice, i.e. 50% of 15%, upfront and the balance within a period of one year.

b) However, in case the promoters fail to bring in their balance share of sacrifice within the extended time limit of one year, the asset classification benefits derived by banks will cease to accrue and the banks will have to revert to classifying such accounts as per the asset classification norms specified under para 11.2 of this circular.

c) Promoter's contribution need not necessarily be brought in cash and can be brought in the form of de-rating of equity, conversion of unsecured loan brought by the promoter into equity and interest free loans.

vi) Personal guarantee is offered by the promoter except when the unit is affected by external factors pertaining to the economy and industry.

vii) The restructuring under consideration is not a 'repeated restructuring' as defined in para (v) of Annex - 5.

15. Miscellaneous

15.1 The banks should decide on the issue regarding convertibility (into equity) option as a part of restructuring exercise whereby the banks / financial institutions shall have the right to convert a portion of the restructured amount into equity, keeping in view the statutory requirement under Section 19 of the Banking Regulation Act, 1949, (in the case of banks) and relevant SEBI regulations.

15.2 Acquisition of equity shares / convertible bonds / convertible debentures in companies by way of conversion of debt / overdue interest can be done without seeking prior approval from RBI, even if by such acquisition the prudential capital market exposure limit prescribed by the RBI is breached. However, this will be subject to reporting of such holdings to RBI, Department of Banking Supervision (DBS), every month along with the regular DSB Return on Asset Quality. Nonetheless, banks will have to comply with the provisions of Section 19(2) of the Banking Regulation Act, 1949.

15.3 Acquisition of non-SLR securities by way of conversion of debt is exempted from the mandatory rating requirement and the prudential limit on investment in unlisted non-SLR securities, prescribed by the RBI, subject to periodical reporting to the RBI in the aforesaid DSB return.

15.4 Banks may consider incorporating in the approved restructuring packages creditor's rights to accelerate repayment and the borrower's right to pre-pay. The right of recompense should be based on certain performance criteria to be decided by the banks.

15.5 Since the spillover effects of the global downturn had also started affecting the Indian economy particularly from September 2008 onwards creating stress for the otherwise viable units / activities, certain modifications were made in the guidelines on restructuring as a onetime measure and for a limited period of time i.e. up to June 30, 2009. These relaxations have ceased to operate from July 1, 2009; however the same have been consolidated in Annex - 8.

16. Disclosures

Banks should also disclose in their published annual Balance Sheets, under "Notes on Accounts", information relating to number and amount of advances restructured, and the amount of diminution in the fair value of the restructured advances in Annex - 6. The information would be required for advances restructured under CDR Mechanism, SME Debt Restructuring Mechanism and other categories separately. Banks must disclose the total amount outstanding in all the accounts / facilities of borrowers whose accounts have been restructured along with the restructured part or facility. This means even if only one of the facilities / accounts of a borrower has been restructured, the bank should also disclose the entire outstanding amount pertaining to all the facilities / accounts of that particular borrower.

17. Illustrations

A few illustrations on the asset classification of restructured accounts are given in Annex -7.

18. It has been re-iterated that the basic objective of restructuring is to preserve economic value of units, not evergreening of problem accounts. This can be achieved by banks and the borrowers only by careful assessment of the viability, quick detection of weaknesses in accounts and a time-bound implementation of restructuring packages.

Part C

Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on Income Recognition, Asset Classification, Provisioning, and Capital Adequacy

19. The Background

The Hon'ble Finance Minister, Government of India, in his Budget Speech (paragraph 73) for 2008-09 has announced a debt waiver and debt relief scheme for farmers, for implementation by, inter alia, all scheduled commercial banks (SCBs), and Local Area Banks (LABs). The detailed scheme announced by the Government of India was communicated to the SCBs and LABs vide our circular RPCD.No.PLFS.BC.72/05.04.02/2007-08 dated May 23, 2008. The guidelines pertaining to Income Recognition, Asset Classification and Provisioning, and Capital Adequacy as applicable to the loans covered by the captioned scheme, are furnished below.

20. Prudential Norms for the Borrowal Accounts Covered under the Agricultural Debt Waiver and Debt Relief Scheme, 2008 (ADWDRS)

As advised vide the circular RPCD.No.PLFS.BC.72/05.04.02/2007-08 dated May 23, 2008, while the entire 'eligible amount' shall be waived in the case of a small or marginal farmer, in the case of 'other farmers', there will be a one time settlement scheme (OTS) under which the farmer will be given a rebate of 25 per cent of the 'eligible amount' subject to the condition that the farmer repays the balance of 75 per cent of the 'eligible amount'.

20.1 **Norms for the Accounts subjected to Debt Waiver**

20.1.1 As regards the small and marginal farmers eligible for debt waiver, the amount eligible for waiver, as defined in the Para 4 of the enclosure to the aforesaid circular, pending receipt from the Government of India, may be transferred by the banks to a separate account named "Amount receivable from Government of India under Agricultural Debt Waiver Scheme 2008". The balance in this account should be reflected in Schedule 9 (Advances) of the Balance sheet.

20.1.2 The balance in this account may be treated by the banks as a "performing" asset, provided adequate provision is made for the loss in Present Value (PV) terms, computed under the assumption that such payments would be received from Government of India in the following installments :

a) 32% of the total amount due by September 30, 2008,

b) 19% by July 31, 2009,

c) 39% by July 2010, and

d) the remaining 10% by July 2011.

However, the provision required under the current norms for standard assets, need not be provided for in respect of the balance in this account.

20.1.3 The discount rate for arriving at the loss in PV terms as at para 20.1.2 above should be taken as 9.56 per cent, being the yield to maturity on 364-day Government of India Treasury Bill, prevailing as on July 30, 2008.

20.1.4 The prudential provisions held in respect of the NPA accounts for which the debt waiver has been granted may be reckoned for meeting the provisions required on PV basis.

20.1.5 In case, however, the amount of prudential provision held is more than the amount of provision required on PV basis, such excess provision may be reversed in a phased manner. This phased reversal may be effected in the proportion of 32%, 19%, 39%, and 10% during the years ended March 2009, 2010, 2011 and 2012, respectively, only after the installments due from the Government, for the relative years, have been received.

20.1.6 On receipt of the final instalment from the Government, the provision made for loss in PV terms may be transferred to the General Reserves, below the line.

20.1.7 In case the claim of a farmer is specifically rejected at any stage, the asset classification of the account should be determined with reference to the original date of NPA (as if the account had not been treated as performing in the interregnum based on the transfer of the loan balance to the aforesaid account) and suitable provision should be made. The provision made on PV basis may also be reckoned against the NPA-provisions required, consequent upon the account being treated as NPA due to the rejection of the claim.

20.2. Norms for the Accounts subjected to the Debt Relief

20.2.1 Under the scheme, in the case of 'other' farmers, the farmer will be given a rebate of 25% of the "eligible amount", by the Government by credit to his account, provided the farmer pays the balance of 75% of the 'eligible amount'. The Scheme provides for payment of share of 75% by such farmers in three instalments and the first two instalments shall be for an amount not less than one-third of the farmer's share. The last dates of payment of the three instalments will be September 30, 2008; March 31, 2009 and June 30, 2009, respectively.

Asset Classification

20.2.2 Where the farmers covered under the Debt Relief Scheme have given the undertaking, agreeing to pay their share under the OTS, their relevant accounts may be treated by banks as "standard" / "performing" provided :

(a) adequate provision is made by the banks for the loss in PV terms for all the receivables due from the borrowers as well as the Government; and

(b) such farmers pay their share of the settlement within one month of the due dates

However, no grace period is allowed for the last instalment and the entire share of the farmer is payable by June 30, 2009 (cf Para 21.2)

Provisioning

20.2.3 Provisioning for Standard Assets

The accounts subject to debt relief would stand classified as standard assets after receipt of the aforesaid undertaking from the borrowers. Accordingly, such accounts would also attract the prudential provisioning as applicable to standard assets.

20.2.4 Provisioning on PV Basis

For computing the amount of loss in PV terms under the Scheme, the cash flows receivable from the farmers, as per the repayment schedule vide para 20.2.1 above, as well as from the government should be discounted to the present value. It may be assumed in this context that the Government's contribution would be received by June 30, 2010. The discount rate to be applied for the purpose should be the interest

rate at which the loan was granted including the element of interest subsidy, if any, available from the Government.

20.2.5 The prudential provisions held in respect of the NPA accounts, for which the debt relief has been granted, may be reckoned for meeting the provisions required on PV basis as well as for the standard assets (pursuant to classification of these loans as standard) and shortfall, if any, may be provided for. Thus, the total provisions held would comprise the provisions required on PV basis, provision for standard assets and excess prudential provisions, if any, towards NPA.

20.2.6 Provisioning in case of down-gradation of accounts:

As mentioned at para 20.2.2 (b) above, the accounts subject to Debt Relief Scheme would be classified as standard / performing assets only if the farmers pay their share of the settlement within one month of the pre-specified due dates. In case, however, the payments are delayed by the farmers beyond one month of the respective due dates, the outstanding amount in the relevant accounts of such farmers shall be treated as NPA. The asset classification of such accounts shall be determined with reference to the original date of NPA, (as if the account had not been treated as performing in the interregnum based on the aforesaid undertaking). On such down-gradation of the accounts, additional provisions as per the extant prudential norms should also be made.

For meeting this additional provisioning requirement, the excess prudential provisions, if any, held; the amount of provisions held for standard assets (as per para 3.3 above) together with the provision made on PV basis, all in respect of such downgraded account, could be reckoned. Such additional prudential provisions too should be continued to be held and reversed only as per the stipulation at para 20.2.7 below.

20.2.7 Reversal of Excess Prudential Provisions

In case the amount of the prudential NPA provisions held are larger than the aggregate of the provision required on PV basis and for the standard assets (pursuant to classification of these loans as standard), such excess prudential provision should not be reversed but be continued to be held till the earlier of the two events, viz., :

(a) till the entire outstanding of the borrower stands repaid - at which point, the entire amount could be reversed to the P/L account; or

(b) when the amount of such excess provision exceeds the amount outstanding on account of the repayments by the borrower - at which point, the amount of provision in excess of the outstanding amount could be reversed to the P/L account.

20.2.8 Reversal of the Provisions made on PV Basis

The provision made on PV basis represents a permanent loss to the bank on account of delayed receipt of cash flows and hence, should not be reversed to the P/L Account. The amount of such provision should, therefore, be carried till the account is finally settled and after receipt of the Government's contribution under the Scheme, the amount should be reversed to the General Reserves, below the line.

20.3 Grant of Fresh Loans to the Borrowers covered under the ADWDRS

20.3.1 A small or marginal farmer will become eligible for fresh agricultural loans upon the eligible amount being waived, in terms of para 7.2 of the enclosure to the circular RPCD.No.PLFS.BC.72/05.04.02/2007-08 dated May 23, 2008. The fresh loan may be treated as "performing asset", regardless of the asset classification of the loan subjected to the Debt Waiver, and its subsequent asset classification should be governed by the extant IRAC norms.

20.3.2 In case of "other farmers" eligible for fresh short-term production loans and investment loans, as provided for in Para 7.6 and 7.7, respectively, of the enclosure to the circular RPCD.No.PLFS.BC.72/05.04.02/2007-08 dated May 23, 2008, these fresh loans may be treated as "performing assets", regardless of the asset classification of the loan subjected to the Debt Relief, and its subsequent asset classification should be governed by the extant IRAC norms.

20.4 Capital Adequacy

The amount outstanding in the account styled as "Amount receivable from Government of India under Agricultural Debt Waiver Scheme 2008" shall be treated as a claim on the Government of India and would attract zero risk weight for the purpose of capital adequacy norms. However, the amount outstanding in the accounts covered by the Debt Relief

Scheme shall be treated as a claim on the borrowers and risk weighted as per the extant norms. This treatment would apply under the Basel I as well as Basel II Frameworks.

21. Subsequent Modifications to the Prudential Norms

21.1 Interest payment by the GOI

The Government of India has subsequently decided to pay interest on the 2nd, 3rd, and 4th instalments, payable by July 2009, July 2010, and July 2011 respectively, at the prevailing Yield to Maturity Rate on 364-day Government of India Treasury Bills. The interest will be paid on these instalments from the date of the reimbursement of the first instalment (i.e. November 2008) till the date of the actual reimbursement of each instalment.

In view of the above, in supersession of the instructions contained in paragraphs 20.1.2 to 20.1.7, 20.2.2 (a), and 20.2.4 to 20.2.8 above, it has been decided that the banks need not make any provisions for the loss in Present Value (PV) terms for moneys receivable only from the Government of India, for the accounts covered under the Debt Waiver Scheme and the Debt Relief Scheme.

21.2 Change in instalment schedule of “other farmers” under the Debt Relief Scheme

In view of the recent drought in some States and the severe floods in some other parts of the country, the Government of India, as announced in the Union Budget 2010-11, has now decided to extend the last date of payment of 75% of overdue portion by the 'other farmer' under Debt Relief Scheme (under ADWDR) up to June 30, 2010. The eligible "other farmers" may be allowed to repay this amount in one or more instalments up to June 30, 2010. The banks will not charge any interest on the eligible amount for the period from February 29, 2008 to June 30, 2009. However, they may charge normal rate of interest on the eligible amount from July 01, 2009 up to the date of settlement. Further, no interest shall be paid by the Government of India to the lending institutions for this extension under the Scheme while reimbursing the 25% amount to the lending institutions as per the delayed reimbursement schedule

The Government of India has also advised that the banks / lending institutions are allowed to receive even less than 75% of the eligible amount under OTS provided the banks / lending institutions bear the difference themselves and do not claim the same either from the Government or from the farmer. The Government will pay only 25% of the actual eligible amount under debt relief.

21.3 In case, however, the payments are delayed by the farmers beyond June 30, 2010, the outstanding amount in the relevant accounts of such farmers shall be treated as NPA. The asset classification of such accounts shall be determined with reference to the original date of NPA, (as if the account had not been treated as performing in the interregnum based on the aforesaid undertaking). On such down-gradation of the accounts, additional provisions as per the extant prudential norms should also be made.

21.4 Please refer to the paragraph 20.1.1 which provides that in case of small and marginal farmers eligible for debt waiver, the amount eligible for waiver, pending receipt from the Government of India may be transferred by the banks to a separate account named "Amount receivable from Government of India under Agricultural Debt Waiver Scheme 2008", and the balance in this account should be reflected in Schedule 9 (Advances) of the Balance Sheet. It is now clarified that in case of 'other farmers' eligible for debt relief, after the 'other farmer' has paid his entire share of 75%, banks may open an account for Debt Relief Scheme, similar to the one opened for the receivables from GOI under the Debt Waiver Scheme, and bearing the nomenclature "Amount receivable from Government of India under Agricultural Debt Relief Scheme 2008". This amount may also be reflected in Schedule 9 (Advances) of the Balance Sheet.

Annex – 1
(Cf. para 3.5)

Part A

Details of Gross Advances, Gross NPAs, Net Advances and Net NPAs

			(Rs. in crores up to two decimals)
	Particulars		**Amount**
1.	Standard Advances		
2.	Gross NPAs *		
3.	Gross Advances ** (1+2)		
4.	Gross NPAs as a percentage of Gross Advances (2/3) (in %)		
5.	Deductions		
	(i)	Provisions held in the case of NPA Accounts as per asset classification (including additional Provisions for NPAs at higher than prescribed rates).	
	(ii)	DICGC / ECGC claims received and held pending adjustment	
	(iii)	Part payment received and kept in Suspense Account or any other similar account	
	(iv)	Balance in Sundries Account (Interest Capitalization - Restructured Accounts), in respect of NPA Accounts	
	(v)	Floating Provisions***	
	(vi)	Provisions in lieu of diminution in the fair value of restructured accounts classified as NPAs	
	(vii)	Provisions in lieu of diminution in the fair value of restructured accounts classified as standard assets	
6.	Net Advances(3-5)		
7.	Net NPAs {2-5(i + ii + iii + iv + v + vi)}		
8.	Net NPAs as percentage of Net Advances (7/6) (in %)		
*	Principal dues of NPAs plus Funded Interest Term Loan (FITL) where the corresponding contra credit is parked in Sundries Account (Interest Capitalization - Restructured Accounts), in respect of NPA Accounts.		
**	For the purpose of this Statement, 'Gross Advances' mean all outstanding loans and advances including advances for which refinance has been received but excluding rediscounted bills, and advances written off at Head Office level (Technical write off).		
***	Floating Provisions would be deducted while calculating Net NPAs, to the extent, banks have exercised this option, over utilising it towards Tier II capital.		

Part B

Supplementary Details

		(Rs. in crores up to two decimals)
	Particulars	**Amount**
1.	Provisions on Standard Assets excluding 5(vi) in Part A above	
2.	Interest recorded as Memorandum Item	
3.	Amount of cumulative Technical Write - Off in respect of NPA accounts reported in Part A above	

Annex - 2

(Cf. para 4.2.13)

Relevant extract of the list of direct agricultural advances, from the Master Circular on lending to priority sector - RPCD. No. Plan. BC. 10 /04.09.01/ 2010-11 dated July 1, 2010

DIRECT FINANCE		
1.1	**Finance to individual farmers [including Self Help Groups (SHGs) or Joint Liability Groups (JLGs), i.e. groups of individual farmers, provided banks maintain disaggregated data on such finance] for Agriculture**	
	1.1.1	Short-term loans for raising crops, i.e. for crop loans. This will include traditional / non-traditional plantations and horticulture.
	1.1.2	Advances up to Rs. 10 lakh against pledge/hypothecation of agricultural produce (including warehouse receipts) for a period not exceeding 12 months, irrespective of whether the farmers were given crop loans for raising the produce or not.
	1.1.3	Working capital and term loans for financing production and investment requirements for agriculture.
	1.1.4	Loans to small and marginal farmers for purchase of land for agricultural purposes.
	1.1.5	Loans to distressed farmers indebted to non-institutional lenders, against appropriate collateral or group security.
	1.1.6	Loans granted for pre-harvest and post-harvest activities such as spraying, weeding, harvesting, grading, sorting, processing and transporting undertaken by individuals, SHGs and cooperatives in rural areas.
	1.1.7	Loans granted for agricultural ~~and allied~~ activities, irrespective of whether the borrowing entity is engaged in export or otherwise. The export credit granted by banks for agricultural and allied activities may, however, be reported separately under heading "Export credit to agricultural sector".
1.2	**Finance to others [such as corporates, partnership firms and institutions] for Agriculture**	
	1.2.1	Loans granted for pre-harvest and post harvest activities such as spraying, weeding, harvesting, grading, sorting and transporting.
	1.2.2	Finance up to an aggregate amount of Rs. one crore per borrower for the purposes listed at 1.1.1, 1.1.2, 1.1.3 and 1.2.1 above.
	1.2.3	One-third of loans in excess of Rs. one crore in aggregate per borrower for agriculture.

Annex – 3

Format for Computing Countercyclical Provisioning Buffer

								Amount in Rs. in Crores
Computing Countercyclical Provisioning Buffer as on September 30, 2010								
1		**2**	**3**	**4**	**5**	**6**	**7**	**8**
			Gross NPA @ Plus Tech nical / Prud ential Write-off *	**Specific Provisions for NPAs held / required**	**Provisions for diminution in fair value of the restructured accounts calssified as NPAs**	**Technical write-off**	**Total (4+5+6)**	**Ratio of (7) to (3)**
1.		Sub-Standard Advances						
2.		Doubtful Advances (a+b+c)						
	a	< 1 year						
	b	1-3 Years						
	c	>3 years						
3.		Advances classified as Loss Assets						
4.		**Total**						
5.		Floating Provisions for Advances (only to the extent they are not used as Tier II Capital)						
6.		DICGC / ECGC claims received and held pending adjustment						
7.		Part payment received and kept in Suspense Account or any other similar account						
8.		**Total** (Sum of column 7 of Row 4+ Row 5 + Row 6+ Row 7)						
9.		**Provision Coverage Ratio** {(Row 8/Total of Column 3 of Row 4)*100}						
10.		If PCR < 70%, shortfall in provisioning to achieve PCR of 70% (70% of Column 3 of Row 4 - Row 8)						
11.	a	**Countercyclical Provisioning Buffer, if bank has achieved PCR of 70% -** Floating Provisions for advances to the extent not used as Tier II capital (Row 5)						
	b	**Countercyclical Provisioning Buffer, if bank has not achieved PCR of 70% -** Floating Provisions for advances to the extent not used as Tier II capital (Row 5) + Shortfall in provisioning to achieve PCR of 70%, if any (Row 10) which needs to be built up at the earliest.						

Annex - 4

Organisational Framework for Restructuring of Advances Under Consortium / Multiple Banking / Syndication Arrangements

A. Corporate Debt Restructuring (CDR) Mechanism

1.1 Objective

The objective of the Corporate Debt Restructuring (CDR) framework is to ensure timely and transparent mechanism for restructuring the corporate debts of viable entities facing problems, outside the purview of BIFR, DRT and other legal proceedings, for the benefit of all concerned. In particular, the framework will aim at preserving viable corporates that are affected by certain internal and external factors and minimize the losses to the creditors and other stakeholders through an orderly and coordinated restructuring programme.

1.2 Scope

The CDR Mechanism has been designed to facilitate restructuring of advances of borrowers enjoying credit facilities from more than one bank / Financial Institution (FI) in a coordinated manner. The CDR Mechanism is an organizational framework institutionalized for speedy disposal of restructuring proposals of large borrowers availing finance from more than one banks / FIs. This mechanism will be available to all borrowers engaged in any type of activity subject to the following conditions :

a) The borrowers enjoy credit facilities from more than one bank / FI under multiple banking / syndication / consortium system of lending.

b) The total outstanding (fund-based and non-fund based) exposure is Rs.10 crore or above.

CDR system in the country will have a three tier structure :

- CDR Standing Forum and its Core Group
- CDR Empowered Group
- CDR Cell

2. CDR Standing Forum

2.1 The CDR Standing Forum would be the representative general body of all financial institutions and banks participating in CDR system. All financial institutions and banks should participate in the system in their own interest. CDR Standing Forum will be a selfempowered body, which will lay down policies and guidelines, and monitor the progress of corporate debt restructuring.

2.2 The Forum will also provide an official platform for both the creditors and borrowers (by consultation) to amicably and collectively evolve policies and guidelines for working out debt restructuring plans in the interests of all concerned.

2.3 The CDR Standing Forum shall comprise of Chairman & Managing Director, Industrial Development Bank of India Ltd; Chairman, State Bank of India; Managing Director & CEO, ICICI Bank Limited; Chairman, Indian Banks' Association as well as Chairmen and Managing Directors of all banks and financial institutions participating as permanent members in the system. Since institutions like Unit Trust of India, General Insurance Corporation, Life Insurance Corporation may have assumed exposures on certain borrowers, these institutions may participate in the CDR system. The Forum will elect its Chairman for a period of one year and the principle of rotation will be followed in the subsequent years. However, the Forum may decide to have a Working Chairman as a whole-time officer to guide and carry out the decisions of the CDR Standing Forum. The RBI would not be a member of the CDR Standing Forum and Core Group. Its role will be confined to providing broad guidelines.

2.4 The CDR Standing Forum shall meet at least once every six months and would review and monitor the progress of corporate debt restructuring system. The Forum would also lay down the policies and guidelines including those relating to the critical parameters for restructuring (for example, maximum period for a unit to become viable under a restructuring package, minimum level of promoters' sacrifice etc.) to be followed by the CDR Empowered Group and CDR Cell for debt restructuring and would ensure their smooth functioning and adherence to the prescribed time schedules for debt restructuring. It can also review any individual decisions of the CDR Empowered Group and CDR Cell.

The CDR Standing Forum may also formulate guidelines for dispensing special treatment to those cases, which are complicated and are likely to be delayed beyond the time frame prescribed for processing.

2.5 A CDR Core Group will be carved out of the CDR Standing Forum to assist the Standing Forum in convening the meetings and taking decisions relating to policy, on behalf of the Standing Forum. The Core Group will consist of Chief Executives of Industrial Development Bank of India Ltd., State Bank of India, ICICI Bank Ltd, Bank of Baroda, Bank of India, Punjab National Bank, Indian Banks' Association and Deputy Chairman of Indian Banks' Association representing foreign banks in India.

2.6 The CDR Core Group would lay down the policies and guidelines to be followed by the CDR Empowered Group and CDR Cell for debt restructuring. These guidelines shall also suitably address the operational difficulties experienced in the functioning of the CDR Empowered Group. The CDR Core Group shall also prescribe the PERT chart for processing of cases referred to the CDR system and decide on the modalities for enforcement of the time frame. The CDR Core Group shall also lay down guidelines to ensure that over-optimistic projections are not assumed while preparing / approving restructuring proposals especially with regard to capacity utilization, price of products, profit margin, demand, availability of raw materials, input-output ratio and likely impact of imports / international cost competitiveness.

3. CDR Empowered Group

3.1 The individual cases of corporate debt restructuring shall be decided by the CDR Empowered Group, consisting of ED level representatives of Industrial Development Bank of India Ltd., ICICI Bank Ltd. and State Bank of India as standing members, in addition to ED level representatives of financial institutions and banks who have an exposure to the concerned company. While the standing members will facilitate the conduct of the Group's meetings, voting will be in proportion to the exposure of the creditors only. In order to make the CDR Empowered Group effective and broad based and operate efficiently and smoothly, it would have to be ensured that participating institutions / banks approve a panel of senior officers to represent them in the CDR Empowered Group and ensure that they depute officials only from among the panel to attend the meetings of CDR Empowered Group. Further,

nominees who attend the meeting pertaining to one account should invariably attend all the meetings pertaining to that account instead of deputing their representatives.

3.2 The level of representation of banks / financial institutions on the CDR Empowered Group should be at a sufficiently senior level to ensure that concerned bank / FI abides by the necessary commitments including sacrifices, made towards debt restructuring. There should be a general authorisation by the respective Boards of the participating institutions / banks in favour of their representatives on the CDR Empowered Group, authorising them to take decisions on behalf of their organization, regarding restructuring of debts of individual corporates.

3.3 The CDR Empowered Group will consider the preliminary report of all cases of requests of restructuring, submitted to it by the CDR Cell. After the Empowered Group decides that restructuring of the company is prima-facie feasible and the enterprise is potentially viable in terms of the policies and guidelines evolved by Standing Forum, the detailed restructuring package will be worked out by the CDR Cell in conjunction with the Lead Institution. However, if the lead institution faces difficulties in working out the detailed restructuring package, the participating banks / financial institutions should decide upon the alternate institution / bank which would work out the detailed restructuring package at the first meeting of the Empowered Group when the preliminary report of the CDR Cell comes up for consideration.

3.4 The CDR Empowered Group would be mandated to look into each case of debt restructuring, examine the viability and rehabilitation potential of the Company and approve the restructuring package within a specified time frame of 90 days, or at best within 180 days of reference to the Empowered Group. The CDR Empowered Group shall decide on the acceptable viability benchmark levels on the following illustrative parameters, which may be applied on a case-by-case basis, based on the merits of each case :

* Return on Capital Employed (ROCE),
* Debt Service Coverage Ratio (DSCR),
* Gap between the Internal Rate of Return (IRR) and the Cost of Fund (CoF),

* Extent of sacrifice.

3.5 The Board of each bank / FI should authorise its Chief Executive Officer (CEO) and / or Executive Director (ED) to decide on the restructuring package in respect of cases referred to the CDR system, with the requisite requirements to meet the control needs. CDR Empowered Group will meet on two or three occasions in respect of each borrowal account. This will provide an opportunity to the participating members to seek proper authorisations from their CEO / ED, in case of need, in respect of those cases where the critical parameters of restructuring are beyond the authority delegated to him / her.

3.6 The decisions of the CDR Empowered Group shall be final. If restructuring of debt is found to be viable and feasible and approved by the Empowered Group, the company would be put on the restructuring mode. If restructuring is not found viable, the creditors would then be free to take necessary steps for immediate recovery of dues and / or liquidation or winding up of the company, collectively or individually.

4 CDR Cell

4.1 The CDR Standing Forum and the CDR Empowered Group will be assisted by a CDR Cell in all their functions. The CDR Cell will make the initial scrutiny of the proposals received from borrowers / creditors, by calling for proposed rehabilitation plan and other information and put up the matter before the CDR Empowered Group, within one month to decide whether rehabilitation is prima facie feasible. If found feasible, the CDR Cell will proceed to prepare detailed Rehabilitation Plan with the help of creditors and, if necessary, experts to be engaged from outside. If not found prima facie feasible, the creditors may start action for recovery of their dues.

4.2 All references for corporate debt restructuring by creditors or borrowers will be made to the CDR Cell. It shall be the responsibility of the lead institution / major stakeholder to the corporate, to work out a preliminary restructuring plan in consultation with other stakeholders and submit to the CDR Cell within one month. The CDR Cell will prepare the restructuring plan in terms of the general policies and guidelines approved by the CDR Standing Forum and place for consideration of the Empowered Group within 30 days for decision. The Empowered Group can approve or suggest modifications but ensure that a final decision is taken within a total period of 90 days. However, for sufficient

reasons the period can be extended up to a maximum of 180 days from the date of reference to the CDR Cell.

4.3 The CDR Standing Forum, the CDR Empowered Group and CDR Cell is at present housed in Industrial Development Bank of India Ltd. However, it may be shifted to another place if considered necessary, as may be decided by the Standing Forum. The administrative and other costs shall be shared by all financial institutions and banks. The sharing pattern shall be as determined by the Standing Forum.

4.4 CDR Cell will have adequate members of staff deputed from banks and financial institutions. The CDR Cell may also take outside professional help. The cost in operating the CDR mechanism including CDR Cell will be met from contribution of the financial institutions and banks in the Core Group at the rate of Rs.50 lakh each and contribution from other institutions and banks at the rate of Rs.5 lakh each.

5. Other features

5.1 Eligibility criteria

5.1.1 The scheme will not apply to accounts involving only one financial institution or one bank. The CDR mechanism will cover only multiple banking accounts / syndication / consortium accounts of corporate borrowers engaged in any type of activity with outstanding fund-based and non-fund based exposure of Rs.10 crore and above by banks and institutions.

5.1.2 The Category 1 CDR system will be applicable only to accounts classified as 'standard' and 'sub-standard'. There may be a situation where a small portion of debt by a bank might be classified as doubtful. In that situation, if the account has been classified as 'standard'/ 'substandard' in the books of at least 90% of creditors (by value), the same would be treated as standard / substandard, only for the purpose of judging the account as eligible for CDR, in the books of the remaining 10% of creditors. There would be no requirement of the account / company being sick, NPA or being in default for a specified period before reference to the CDR system. However, potentially viable cases of NPAs will get priority. This approach would provide the necessary flexibility and facilitate timely intervention for debt restructuring.

Prescribing any milestone(s) may not be necessary, since the debt restructuring exercise is being triggered by banks and financial institutions or with their consent.

5.1.3 While corporates indulging in frauds and malfeasance even in a single bank will continue to remain ineligible for restructuring under CDR mechanism as hitherto, the Core group may review the reasons for classification of the borrower as wilful defaulter specially in old cases where the manner of classification of a borrower as a wilful defaulter was not transparent and satisfy itself that the borrower is in a position to rectify the wilful default provided he is granted an opportunity under the CDR mechanism. Such exceptional cases may be admitted for restructuring with the approval of the Core Group only. The Core Group may ensure that cases involving frauds or diversion of funds with malafide intent are not covered.

5.1.4 The accounts where recovery suits have been filed by the creditors against the company, may be eligible for consideration under the CDR system provided, the initiative to resolve the case under the CDR system is taken by at least 75% of the creditors (by value) and 60% of creditors (by number).

5.1.5 BIFR cases are not eligible for restructuring under the CDR system. However, large value BIFR cases may be eligible for restructuring under the CDR system if specifically recommended by the CDR Core Group. The Core Group shall recommend exceptional BIFR cases on a case-to-case basis for consideration under the CDR system. It should be ensured that the lending institutions complete all the formalities in seeking the approval from BIFR before implementing the package.

5.2 **Reference to CDR system**

5.2.1 Reference to Corporate Debt Restructuring System could be triggered by (i) any or more of the creditor who have minimum 20% share in either working capital or term finance, or (ii) by the concerned corporate, if supported by a bank or financial institution having stake as in (i) above.

5.2.2 Though flexibility is available whereby the creditors could either consider restructuring outside the purview of the CDR system or even initiate legal proceedings where warranted, banks / FIs should review all

eligible cases where the exposure of the financial system is more than Rs.100 crore and decide about referring the case to CDR system or to proceed under the new Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 or to file a suit in DRT etc.

5.3 **Legal Basis**

5.3.1 CDR is a non-statutory mechanism which is a voluntary system based on Debtor- Creditor Agreement (DCA) and Inter-Creditor Agreement (ICA). The Debtor-Creditor Agreement (DCA) and the Inter-Creditor Agreement (ICA) shall provide the legal basis to the CDR mechanism. The debtors shall have to accede to the DCA, either at the time of original loan documentation (for future cases) or at the time of reference to Corporate Debt Restructuring Cell. Similarly, all participants in the CDR mechanism through their membership of the Standing Forum shall have to enter into a legally binding agreement, with necessary enforcement and penal clauses, to operate the System through laid-down policies and guidelines. The ICA signed by the creditors will be initially valid for a period of 3 years and subject to renewal for further periods of 3 years thereafter. The lenders in foreign currency outside the country are not a part of CDR system. Such creditors and also creditors like GIC, LIC, UTI, etc., who have not joined the CDR system, could join CDR mechanism of a particular corporate by signing transaction to transaction ICA, wherever they have exposure to such corporate.

5.3.2 The Inter-Creditor Agreement would be a legally binding agreement amongst the creditors, with necessary enforcement and penal clauses, wherein the creditors would commit themselves to abide by the various elements of CDR system. Further, the creditors shall agree that if 75 per cent of creditors by value and 60 per cent of the creditors by number, agree to a restructuring package of an existing debt (i.e., debt outstanding), the same would be binding on the remaining creditors. Since Category 1 CDR Scheme covers only standard and sub-standard accounts, which in the opinion of 75 per cent of the creditors by value and 60 per cent of creditors by number, are likely to become performing after introduction of the CDR package, it is expected that all other creditors (i.e., those outside the minimum 75 per cent by value and 60

per cent by number) would be willing to participate in the entire CDR package, including the agreed additional financing.

5.3.3 In order to improve effectiveness of the CDR mechanism a clause may be incorporated in the loan agreements involving consortium / syndicate accounts whereby all creditors, including those which are not members of the CDR mechanism, agree to be bound by the terms of the restructuring package that may be approved under the CDR mechanism, as and when restructuring may become necessary.

5.3.4 One of the most important elements of Debtor-Creditor Agreement would be 'stand still' agreement binding for 90 days, or 180 days by both sides. Under this clause, both the debtor and creditor(s) shall agree to a legally binding 'stand-still' whereby both the parties commit themselves not to take recourse to any other legal action during the 'stand-still' period, this would be necessary for enabling the CDR System to undertake the necessary debt restructuring exercise without any outside intervention, judicial or otherwise. However, the stand-still clause will be applicable only to any civil action either by the borrower or any lender against the other party and will not cover any criminal action. Further, during the stand-still period, outstanding foreign exchange forward contracts, derivative products, etc., can be crystallised, provided the borrower is agreeable to such crystallisation. The borrower will additionally undertake that during the stand-still period the documents will stand extended for the purpose of limitation and also that he will not approach any other authority for any relief and the directors of the borrowing company will not resign from the Board of Directors during the stand-still period.

5.4 Sharing of Additional finance

5.4.1 Additional finance, if any, is to be provided by all creditors of a 'standard' or 'substandard account' irrespective of whether they are working capital or term creditors, on a pro-rata basis. In case for any internal reason, any creditor (outside the minimum 75 per cent and 60 per cent) does not wish to commit additional financing, that creditor will have an option in accordance with the provisions of para 5.6.

5.4.2 The providers of additional finance, whether existing creditors or new creditors, shall have a preferential claim, to be worked out under the restructuring package, over the providers of existing finance with respect to the cash flows out of recoveries, in respect of the additional exposure

5.5 **Exit Option**

5.5.1 As stated in para 5.5.1 a creditor (outside the minimum 75 per cent and 60 per cent) who for any internal reason does not wish to commit additional finance will have an option. At the same time, in order to avoid the "free rider" problem, it is necessary to provide some disincentive to the creditor who wishes to exercise this option. Such creditors can either (a) arrange for its share of additional finance to be provided by a new or existing creditor, or (b) agree to the deferment of the first year's interest due to it after the CDR package becomes effective. The first year's deferred interest as mentioned above, without compounding, will be payable along with the last instalment of the principal due to the creditor.

5.5.2 In addition, the exit option will also be available to all lenders within the minimum 75 percent and 60 percent provided the purchaser agrees to abide by restructuring package approved by the Empowered Group. The exiting lenders may be allowed to continue with their existing level of exposure to the borrower provided they tie up with either the existing lenders or fresh lenders taking up their share of additional finance.

5.5.3 The lenders who wish to exit from the package would have the option to sell their existing share to either the existing lenders or fresh lenders, at an appropriate price, which would be decided mutually between the exiting lender and the taking over lender. The new lenders shall rank on par with the existing lenders for repayment and servicing of the dues since they have taken over the existing dues to the exiting lender.

5.5.4 In order to bring more flexibility in the exit option, One Time Settlement can also be considered, wherever necessary, as a part of the restructuring package. If an account with any creditor is subjected to One Time Settlement (OTS) by a borrower before its reference to the CDR mechanism, any fulfilled commitments under such OTS may not

be reversed under the restructured package. Further payment commitments of the borrower arising out of such OTS may be factored into the restructuring package.

5.6 **Category 2 CDR System**

5.6.1 There have been instances where the projects have been found to be viable by the creditors but the accounts could not be taken up for restructuring under the CDR system as they fell under 'doubtful' category. Hence, a second category of CDR is introduced for cases where the accounts have been classified as 'doubtful' in the books of creditors, and if a minimum of 75% of creditors (by value) and 60% creditors (by number) satisfy themselves of the viability of the account and consent for such restructuring, subject to the following conditions :

(i) It will not be binding on the creditors to take up additional financing worked out under the debt restructuring package and the decision to lend or not to lend will depend on each creditor bank / FI separately. In other words, under the proposed second category of the CDR mechanism, the existing loans will only be restructured and it would be up to the promoter to firm up additional financing arrangement with new or existing creditors individually.

(ii) All other norms under the CDR mechanism such as the standstill clause, asset classification status during the pendency of restructuring under CDR, etc., will continue to be applicable to this category also.

5.6.2 No individual case should be referred to RBI. CDR Core Group may take a final decision whether a particular case falls under the CDR guidelines or it does not.

5.6.3 All the other features of the CDR system as applicable to the First Category will also be applicable to cases restructured under the Second Category.

5.7 **Incorporation of 'right to recompense' clause**

All CDR approved packages must incorporate creditors' right to accelerate repayment and borrowers' right to pre-pay. The right of recompense should be based on certain performance criteria to be decided by the Standing Forum.

B SME Debt Restructuring Mechanism

Apart from CDR Mechanism, there exists a much simpler mechanism for restructuring of loans availed by Small and Medium Enterprises (SMEs). Unlike in the case of CDR Mechanism, the operational rules of the mechanism have been left to be formulated by the banks concerned. This mechanism will be applicable to all the borrowers which have funded and non-funded outstanding up to Rs.10 crore under multiple /consortium banking arrangement. Major elements of this arrangements are as under :

(i) Under this mechanism, banks may formulate, with the approval of their Board of Directors, a debt restructuring scheme for SMEs within the prudential norms laid down by RBI. Banks may frame different sets of policies for borrowers belonging to different sectors within the SME if they so desire.

(ii) While framing the scheme, banks may ensure that the scheme is simple to comprehend and will, at the minimum, include parameters indicated in these guidelines.

(iii) The main plank of the scheme is that the bank with the maximum outstanding may work out the restructuring package, along with the bank having the second largest share.

(iv) Banks should work out the restructuring package and implement the same within a maximum period of 90 days from date of receipt of requests.

(v) The SME Debt Restructuring Mechanism will be available to all borrowers engaged in any type of activity.

(vi) Banks may review the progress in rehabilitation and restructuring of SMEs accounts on a quarterly basis and keep the Board informed.

Annex - 5

Key Concepts

(i) Advances

The term 'Advances' will mean all kinds of credit facilities including cash credit, overdrafts, term loans, bills discounted / purchased, factored receivables, etc. and investments other than that in the nature of equity.

(ii) Agricultural Activities

As defined in RPCD circular RPCD.No.Plan.BC.84/04.09.01/2006-07 dated April 30, 2007 as modified from time to time.

(iii) Fully Secured

When the amounts due to a bank (present value of principal and interest receivable as per restructured loan terms) are fully covered by the value of security, duly charged in its favour in respect of those dues, the bank's dues are considered to be fully secured. While assessing the realisable value of security, primary as well as collateral securities would be reckoned, provided such securities are tangible securities and are not in intangible form like guarantee etc., of the promoter / others. However, for this purpose the bank guarantees, State Government Guarantees and Central Government Guarantees will be treated on par with tangible security.

(iv) Restructured Accounts

A restructured account is one where the bank, for economic or legal reasons relating to the borrower's financial difficulty, grants to the borrower concessions that the bank would not otherwise consider. Restructuring would normally involve modification of terms of the advances / securities, which would generally include, among others, alteration of repayment period / repayable amount/ the amount of instalments / rate of interest (due to reasons other than competitive reasons). However, extension in repayment tenor of a floating rate loan on reset of interest rate, so as to keep the EMI unchanged provided it is applied to a class of accounts uniformly will not render the account to be classified as ‘Restructured account’. In other words, extension or deferment of EMIs to individual borrowers as against to an entire class, would render the accounts to be classified as 'restructured accounts.

(v) Repeatedly Restructured Accounts

When a bank restructures an account a second (or more) time(s), the account will be considered as a 'repeatedly restructured account'. However, if the second restructuring takes place after the period upto which the concessions were extended under the terms of the first restructuring, that account shall not be reckoned as a 'repeatedly restructured account'.

(vi) SMEs

Small and Medium Enterprise (SME) is an undertaking defined in RPCD circulars RPCD.PLNFS.BC.No.63.06.02/2006-07 dated April 4, 2007 amended from time to time.

(vii) Specified Period

Specified Period means a period of one year from the date when the first payment of interest or installment of principal falls due under the terms of restructuring package.

(viii) Satisfactory Performance

Satisfactory performance during the specified period means adherence to the following conditions during that period.

Non-Agricultural Cash Credit Accounts

In the case of non-agricultural cash credit accounts, the account should not be out of order any time during the specified period, for a duration of more than 90 days. In addition, there should not be any overdues at the end of the specified period.

Non-Agricultural Term Loan Accounts

In the case of non-agricultural term loan accounts, no payment should remain overdue for a period of more than 90 days. In addition there should not be any overdues at the end of the specified period.

All Agricultural Accounts

In the case of agricultural accounts, at the end of the specified period the account should be regular.

Annex - 6

Particulars of Accounts Restructured				
				Amt. (Rs. in crore)
		CDR Mechanism	**SME Debt Restructuring**	**Others**
Standard advances restructured	**No. of Borrowers**			
	Amount outstanding			
	Sacrifice (diminution in the fair value)			
Sub standard advances restructured	**No. of Borrowers**			
	Amount outstanding			
	Sacrifice (diminution in the fair value)			
Doubtful advances restructured	**No. of Borrowers**			
	Amount outstanding			
	Sacrifice (diminution in the fair value)			
TOTAL	**No. of Borrowers**			
	Amount outstanding			
	Sacrifice (diminution in			

Annex - 7

Asset Classification of Restructured Accounts under the Guidelines

Asset Classification of Restructured Accounts under the Guidelines					
	Particulars	**Case 1**	**Case 2**	**Case 3**	**Case 4**
I	Assumed due date of payment	31.01.2007	31.01.2007		
	Assumed date of restructuring	31.03.2007	31.03.2007	31.03.2007	31.03.2007
	Period of delinquency as on the date of restructuring	2 months	2 months	18 months	18 months
	Asset Classification (AC) before restructuring	'Standard'	'Standard'	'Doubtful - less than one year'	'Doubtful - less than one year'
	Date of NPA	NA	NA	31.12.05 (Assumed)	31.12.05 (Assumed)
II	**Asset classification (AC) on restructuring**				
	Assumed status of the borrower	Eligible for special regulatory treatment	Not eligible for special regulatory treatment	Eligible for special regulatory treatment	Not eligible for special regulatory treatment
	AC after restructuring	'Standard'	Downgraded to 'Substandard' w.e.f 31.03.07 (i.e., on the date of restructuring)	'Doubtful - less than one year'	'Doubtful - less than one year'
	Assumed first payment due under the revised terms	31.12.07	31.12.07	31.12.07	31.12.07
III	**Asset classification after restructuring**				
	A	The account **performs satisfactorily** as per restructured terms			

		(a)	AC during the specified one year period (i.e., from 31.12.07 to 31.12.08)	No change (i.e., remains 'Standard')	'Doubtful - less than one year' w.e.f. 31.03.08 (i.e. one year after classification as 'Substandard')	No change (i.e., remains 'Doubtful - less than one year')	'Doubtful - one to three years' w.e.f. 31.12.07 (i.e., one year after classification as 'Doubtful less than one year')
		(b)	AC after the specified one year period	Continues in 'Standard' category	Upgraded to 'Standard' category	Upgraded to 'Standard' category	Upgraded to 'Standard' category
	B	If **performance not satisfactory** vis-à-vis restructured terms					
		(a)	AC during the specified one year period (in case the unsatisfactory performance is established before completion of one year period)	Treated as substandard w.e.f 30.4.2007 and downgraded to 'Doubtful less than one year' with effect from 30.04.08.	'Doubtful - less than one year' w.e.f. 31.03.08 (i.e. one year after classification	'Doubtful one to three years' w.e.f. 31.12.07	'Doubtful - one to three years' w.e.f. 31.12.07 (i.e., one year after classification as 'Doubtful less than one year' (on 31.12.06)
		(b)	AC after the specified one year period, if the unsatisfactory performance continues	Will migrate to 'Doubtful - one to three years' w.e.f. 30.04.09 and 'Doubtful more than three years' w.e.f. 30.04.2011.	Will migrate to 'Doubtful - one to three years' w.e.f. 31.03.09 and 'Doubtful more than three years' w.e.f. 31.03.2011.	Will migrate to 'Doubtful - more than three years' w.e.f. 31.12.09	Will migrate further to 'Doubtful more than three years' w.e.f. 31.12.09

Annex - 8

Special Regulatory Relaxations for Restructuring (Available upto June 30, 2009)

Since the spillover effects of the global downturn had also started affecting the Indian economy particularly from September 2008 onwards creating stress for the otherwise viable units / activities, certain modifications were made in the guidelines on restructuring i.e RBI/2008-09/143 DBOD.No.BP.BC.No.37/21.04.132/2008-09 dated August 27, 2008 as a onetime measure and for a limited period of time i.e. up to June 30, 2009 vide our circular RBI/2008-09/311.DBOD.BP.BC.93/21.04.132/2008-09 dated December 8, 2008, RBI/2008-09/340.DBOD.BP.BC.104/21.04.132/2008-09 dated January 2, 2009, RBI/2008-09/370.DBOD.BP.BC.105/21.04.132/2008-09 dated February 4, 2009 and RBI/ 2008-09 /435 DBOD. No. BP. BC.No.124 /21.04.132 /2008-09 April 17, 2009. These circular will cease to operate from July 1, 2009. These guidelines are as below:

i) In terms of para 6.1 of the circular RBI/ 2008-09 /143 .DBOD. No. BP.BC .No.37/21.04.132 /2008-09 dated August 27, 2008, exposures to commercial real estate, capital market exposures and personal / consumer loans are not eligible for the exceptional regulatory treatment of retaining the asset classification of the restructured standard accounts in standard category as given in para 6.2 of the circular. As the real estate sector is facing difficulties, it has been decided to extend exceptions / special treatment to the commercial real estate exposures which are restructured up to June 30, 2009.

(ii) In terms of para 6.2.2(vi) of the aforesaid circular, the special regulatory treatment is restricted only to the cases where the restructuring under consideration is not a 'repeated restructuring as defined in para (v) of Annex - 2 to the circular. In the face of the current economic downturn, there are likely to be instances of even viable units facing temporary cash flow problems. To address this problem, it has been decided, as a one-time measure, that the second restructuring done by banks of exposures (other than exposures to commercial real estate, capital market exposures and personal / consumer loans) upto June 30, 2009, will also be eligible for exceptional / special regulatory treatment

(iii) All accounts covered under the circular dated December 8, 2008 which were standard accounts on September 1, 2008 would be treated as standard accounts on restructuring provided the restructuring is taken up on or before March 31, 2009 and the restructuring package is put in place within a period of 120 days from the date of taking up the restructuring package.

(iv) The period for implementing the restructuring package would stand extended from 90 days to 120 days in respect of accounts covered under the circular dated August 27, 2008 also.

(v) The value of security is relevant to determine the likely losses which a bank might suffer on the exposure should the default take place. This aspect assumes greater importance in the case of restructured loans. However, owing to the current downturn, the full security cover for the WCTL created by conversion of the irregular portion of principal dues over the drawing power, may not be available due to fall in the prices of security such as inventories. In view of the extraordinary situation, this special regulatory treatment will also be available to 'standard' and 'sub-standard accounts', covered under circulars dated August 27, 2008 and December 8, 2008 even where full security cover for WCTL is not available, subject to the condition that provisions are made against the unsecured portion of the WCTL, as under :

* Standard Assets : 20%.

* Sub-standard Assets : 20% during the first year and to be increased by 20% every year thereafter until the specified period (one year after the first payment is due under the terms of restructuring).

* If the account is not eligible for upgradation after the specified period, the unsecured portion will attract provision of 100%.

These provisions would be in addition to the usual provisions as per the current regulation.

(vi) In this connection, we advise that in terms of Para 3.1.2 of the circular dated August 27, 2008, during the pendency of the application for restructuring of the advance, the usual asset classification norms continue to apply. The process of reclassification of an asset should not stop merely because the application is under consideration. However, as an incentive for quick implementation of the package, if the approved package is implemented by the bank as per the following time schedule, the asset classification status may be restored to the position which existed when the reference was made to the CDR Cell in respect of cases covered under the CDR Mechanism or when the restructuring application was received by the bank in non-CDR cases :

(i) Within 120 days from the date of approval under the CDR Mechanism.

(ii) Within 90 days from the date of receipt of application by the bank in cases other than those restructured under the CDR Mechanism.

(vii) It is further clarified that the cases where the accounts were standard as on September 1, 2008 but slipped to NPA category before 31st March 2009, these can be reported as standard as on March 31, 2009 only if the restructuring package is implemented before 31st March 2009 and all conditions prescribed in para 6.2.2 of the circular dated August 27, 2008 (as amended till date) are also complied with. All those accounts in case of which the packages are in process or have been approved but are yet to be implemented fully will have to be reported as NPA as on March 31, 2009 if they have turned NPA in the normal course. However, in any regulatory reporting made by the bank after the date of implementation of the package within the prescribed period, these accounts can be reported as standard assets with retrospective effect from the date when the reference was made to the CDR Cell in respect of cases covered under the CDR Mechanism or when the restructuring application was received by the bank in non-CDR cases. In this regard, it may be clarified that reporting with retrospective effect does not mean reopening the balance sheet which is already finalised; what it means is that in all subsequent reporting, the account will be reported as standard and any provisions made because of its interim slippage to NPA can be reversed.

viii)The circular dated November 14, 2008 extend special regulatory treatment for asset classification to seven projects (listed below) where the commencement of production/operation had already been considerably delayed. The banks were advised that they may undertake a fresh financial viability study of these projects in order to assess their eligibility for restructuring. In case the projects are found eligible for restructuring and the banks concerned chose to undertake their restructuring, it has been decided, as a one-time measure, having regard to the current market developments, that the aforesaid seven projects under implementation, upon restructuring as per our aforesaid circular dated August 27, 2008, would be categorised in 'standard' category even if the account was NPA at the time of such restructuring provided such restructuring package is implemented within a period of six months from the date of this circular. All other extant norms relating to IRAC and restructuring of advances remain unchanged. These seven projects are:

1) Nandi Economic Corridor Enterprises Ltd., (Road Project and Township)
2) GVK Industries Ltd., (Gas-based Power Project - Phase -II)
3) Gautami Power Ltd. (Gas-based Power Project)
4) Konaseema Gas Power Ltd., (Gas-based Power Project)
5) New Tirupur Area Development Corporation, (Development of Tirupur Area)
6) Vemagiri Power Generation Ltd., (Gas-based Power Project)
7) Delhi Gurgaon Super Connectivity Ltd.

(ix) In addition to the disclosures required in terms of our circular dated August 27, 2008, banks may also disclose the information in the balance sheet as detailed below:

Additional Disclosures regarding Restructured Accounts

S. No	Disclosures	Number	Amount (in Crore of Rs.)
1.	Application received up to March 31, 2009 for restructuring in respect of accounts which were standard as on September 1, 2008.		
2.	Of (1), proposals approved and implemented as on March 31, 2009 and thus became eligible for special regulatory treatment and classified as standard assets as on the date of the balance sheet.		
3.	Of (1), proposals approved and implemented as on March 31, 2009 but could not be upgraded to the standard category.		
4.	Of (1), proposals under process / implementation which were standard as on March 31, 2009.		
5.	Of (1), proposals under process / implementation which turned NPA as on March 31, 2009 but are expected to be classified as standard assets on full implementation of the package.		

Annex - 9

(Cf. para 2 of the covering letter to the circular)

List of Circulars consolidated by the Master Circular on IRAC Norms

Sl. No.	Circular No.	Date	Subject	Para No. of the MC
1.	DBOD.BP.BC.No.99/21.04.132/2010-11	10.06.2011	Prudential Guidelines on Restructuring of Advances by Banks	11.4.2
2.	DBOD.No.BP.BC.94/21.04.048/2011-12	18.05.2011	Enhancement of Rates of Provisioning for Non-Performing Assets and Restructured Advances	5.3 (ii), 5.4(i), 5.4(ii) 5.8(i), 5.8(ii), 5.9.14
3.	DBOD.No.BP.BC.87/21.04.048/2010-11	21.04.2011	Provisioning Coverage Ratio (PCR) for Advances	5.10
4.	DBOD.BP.BC.No.74/21.04.132/2010-11	19.01.2011	Credit Support to Micro Finance Institutions	14.2.2
5.	DBOD.No.BP.BC.69/08.12.001/2010-11	23.12.2010	Housing Loans by Commercial Banks – LTV Ratio, Risk Weight and Provisioning	5.9.13
6.	DBOD.BP.No.49/21.04.132/2010-11	07.10.2010	Prudential Guidelines on Restructuring of Advances by Banks	14.2.2
7.	Mail Box Clarification	06.07.2010	Provisioning for Standard Assets – Medium Enterprises	5.5 (vi)
8.	DBOD.No.BP.BC.96/08.12.014/2009-10	23.04.2010	Prudential Norms on Advances to Infrastructure Sector	5.4 (ii), and 5.4 (iii) (b)
9.	DBOD.No.BP.BC.85/21.04.048/2009-10	31.03.2010	Prudential Norms on Income Recognition, Asset Classification and Provisioning Pertaining to Advances - Projects under Implementation	4.2.15
10.	DBOD.No.BP.BC.82/21.04.048/2009-10	30.03.2010	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on Income Recognition, Asset Classification, Provisioning and Capital Adequacy	21.2, 21.3, 21.4

11.	DBOD.No.BP.BC.64/21.04.048/2009-10	01.12.2009	Second Quarter Review of Monetary Policy for the Year 2009-10 - Provisioning Coverage for Advances	5.10, Annex - 3
12.	DBOD.No.BP.BC.58/21.04.048/2009-10	05.11.2009	Second Quarter Review of Monetary Policy for the Year 2009-10 - Provisioning Requirement for Standard Assets	5.5 (i)
13.	DBOD.No.BP.BC.46/21.04.048/2009-10	24.09.2009	Prudential Norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Computation of NPA Levels	3.2, 3.4 3.5, Annex -1
14.	DBOD.No.BP.BC.35/21.04.048/2009-10	31.08.2009	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on Income Recognition, Asset Classification, Provisioning and Capital Adequacy	21.2, 21.3, 21.4
15.	DBOD.No.BP.BC.33/21.04.048/2009-10	27.08.2009	Prudential Treatment in respect of Floating Provisions	5.6.3
16.	DBOD.No.BP.BC.140/21.04.048/2008-09	25.06.2009	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on IRAC, Provisioning and Capital Adequacy	21.2
17.	DBOD.No.BP.BC.125/21.04.048/2008-09	17.04.2009	Prudential Norms on Unsecured Advances	5.4(iii)
18.	DBOD.No.BP.BC.No.124/21.04.132/2008-09	17.04.2009	Prudential Guidelines on Restructuring of Advances	Annex - 4
19.	DBOD.No.BP.BC.122/21.04.048/2008-09	09/04/2009	Prudential Treatment in respect of Floating Provisions	5.6.3
20.	DBOD.BP.BC.121/21.04.132/2008-09	09.04.2009	Prudential guidelines on Restructuring of Advances	11.4.2
21.	DBOD.No.BP.BC.112/21.04.048/2008-09	05.03.2009	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on IRAC, Provisioning and	21.2

			Capital Adequacy	
22.	DBOD.No.BP.BC.118/21.04.048/2008-09	25/03/2009	Prudential Treatment of different Types of Provisions in respect of Loan Portfolios	5.6.3, 5.7, 5.9.9, 5.9.10
23.	DBOD.BP.BC.105/21.04.132/2008-09	04.02.2009	Prudential guidelines on Restructuring of Advances	Annex - 8
24.	DBOD.BP.BC.104/21.04.132/2008-09	02.01.2009	Prudential guidelines on Restructuring of Advances.	Annex - 8
25.	DBOD.BP.BC.93/21.04.132/2008-09	08.12.2008	Prudential guidelines on Restructuring of Advances	Annex - 8
26.	DBOD.BP.BC.83/21.01.002/2008-09	15/11/2008	Review of Prudential Norms - Provisioning for Standard Assets and Risk Weights for Exposures to Corporates, Commercial Real Estate and NBFC-ND-SI	5.5
27.	DBOD.No.BP.BC.84/21.04.048/2008-09	14/11/2008	Asset Classification Norms for Infrastructure Projects under Implementation	4.2.15, Annex - 8
28.	DBOD.No.BP.BC.78/21.04.048/2008-09	11.11.2008	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on IRAC, Provisioning and Capital Adequacy	21.1
29.	DBOD.BP.BC.76/21.04.132/2008-09	03.11.2008	Prudential guidelines on Restructuring of Advances	14.2.2
30.	DBOD.BP.BC.No.69/21.03.009/2008-09	29/10/2008	Prudential Norms for Off-Balance Sheet Exposures of Banks	4.2.7 (iv)
31.	DBOD.BP.BC.58/21.04.048/2008-09	13.10.2008	(i) Disbursal of Loans against Sanctioned Limits	Annex - 4

			(ii) Restructuring of Dues of the Small and Medium Enterprises (SMEs)	
32.	DBOD.No.BP.BC.57/21.04.157/2008-09	13/10/2008	Prudential Norms for Off-balance Sheet Exposures of Banks	2.1.2 (vii), 4.2.7 (iv) to 4.2.7 (vii)
33.	DBOD.No.BP.BC.48/21.04.048/2008-09	22/09/2008	Prudential Norms on Utilisation of Floating Provisions - Agricultural Debt Waiver and Debt Relief Scheme, 2008	5.6.2
34.	DBOD.BP.BC.37/21.04.132/2008-09	27.08.2008	Prudential guidelines on Restructuring of Advances-comprehensive guidelines	Para 9 to 18
35.	DBOD.No.BP.BC.31/21.04.157/2008-09	08/08/2008	Prudential Norms for Off-balance Sheet Exposures of Banks	2.1.2 (vii), 5.9.12
36.	DBOD.No.BP.BC.26/21.04.048/2008-09	30.07.2008	Agricultural Debt Waiver and Debt Relief Scheme, 2008 - Prudential Norms on IRAC, Provisioning and Capital Adequacy	20
37.	DBOD.BP.BC.82/21.04.048/2007-08	08.05.2008	Prudential Norms on Asset Classification Pertaining to Advances - Infrastructure Projects under Implementation and Involving Time Overrun	4.2.15 (iv)
38.	DBOD.No.BP.BC.34/21.04.048/2007-08	04.10.2007	Guidelines on Purchase / Sale of Non Performing Assets	7.5 (iii)
39.	DBOD.No.BP.BC.97/21.04.048/2006-07	16.05.2007	Guidelines on Purchase / Sale of Non Performing Assets	7.5 (iii)

40.	DBOD.No.BP.BC.76/21.04.048/2006-07	12.04.2007	Prudential Norms on Income Recognition, Asset Classification and Provisioning Pertaining to Advances - Projects Involving Time Overrun	4.2.15 (iv)
41.	DBOD.No.BP.BC.68/21.04.048/2006-07	13.03.2007	Prudential Norms on Creation and Utilisation of Floating Provisions	5.6.2
42.	DBOD.No.BP.BC.53/21.04.048/2006-2007	31.01.2007	Third Quarter Review of the Annual Statement on Monetary Policy for the year 2006-07 - Provisioning Requirement for Standard Assets and Risk Weights for Capital Adequacy	5.5 (i)
43.	DBOD.No.BP.BC.21/21.04.048/2006-2007	12.07.2006	Annual Policy Statement for the year 2006-07 - Additional Provisioning Requirement for Standard Assets	5.5 (i)
44.	DBOD.NO.BP.BC.89/ 21.04.048/ 2005-06	22.06.2006	Prudential norms on creation and utilization of floating provisions	5.6
45.	DBOD.NO.BP.BC.85/ 21.04.048/ 2005-06	29.05.2006	Annual Policy Statement for the year 2006-07: Additional Provisioning Requirement for Standard Assets	5.5(i)
46.	DBOD.NO.BP.BC.45 /21.0421.04.048/2005 -06	10.11.2005	Revised Guidelines on Corporate Debt Restructuring(CDR) Mechanism	Part B

47.	DBOD.NO.BP.BC.46 /21.0421.04.048/2005-06	10.11.2005	Debt restructuring mechanism for Small and Medium Enterprises (SMEs)	Part B
48.	DBOD.NO.BP.BC.40/ 21.04.048/ 2005-06	04.11.2005	MidTerm Review of Annual Policy Statement for the year 200506: Additional Provisioning Requirement for Standard Assets	5.5(i)
49.	DBOD.NO.BP.BC. 34 /21.04.132/2005-06	08.09.2005	Debt restructuring mechanism for Small and Medium Enterprises (SMEs) - Announcement made by the Union Finance Minister	Part B
50.	DBOD.NO.BP.BC.16/ 21.04.048/ 2005-06	13.07.2005	Guidelines on purchase/sale of Non performing Assets	7
51.	DBOD.BP.BC.34/21.04.048/ 2004-05	26.08.2004	Repayment schedule of rural housing loans	4.2.13(vi)
52.	DBOD.BP.BC.29/21.04.048/ 2004-05	13.08.2004	Prudential norms – State Government guaranteed exposures	4.2.14
53.	RPCD No. Plan.BC 92/04.09.01/2003-04	24.06.2004	Flow of credit to Agriculture	4.2.13 (iv)
54.	DBOD No. BP.BC 102/21.04.048/2003-04	24.06.2004	Prudential Norms for Agricultural Advances	2.1.2(iv),(v) 4.2.10, 4.2.13(i)
55.	DBOD No. BP.BC 99/21.04.048/2003-04	21.06.2004	Additional Provisioning Requirement for NPAs	5

56.	DBOD No. BP.BC 97/21.04.141/2003-04	17.06.2004	Prudential Guidelines on Unsecured Exposures	5.4
57.	DBOD No. BP.BC 96/21.04.103/2003-04	17.06.2004	Country Risk Management Guidelines	5.9.8
58.	DBOD No. BP.BC 96/21.04.048/2002-03	23.04.2003	Guidelines on sale of financial assets to Securitisation / reconstruction company and related issues	6
59.	DBOD BP.BC. NO. 74/21.04.048/2002-2003	27.02.2003	Projects under implementation involving time overrun	4.2.15
60.	DBOD No. BP.BC. 71/21.04.103/2002-2003	19.02.2003	Risk Management Systems in Banks – Guidelines on Country Risk Management	5.9.8
61.	DBOD BP.BC. No. 69/21.04.048/2002-03	10.02.2003	Upgradation of loan accounts classified as NPAs	4.2.5
62.	DBOD. BP.BC No. 44/21.04.048/2002-03	30.11.2002	Agricultural loans affected by natural calamities	4.2.13
63.	DBOD No.BP.BC. 108/ 21.04.048/2001-2002	28.05.2002	Income recognition, asset classification and provisioning on advances - treatment of projects under implementation involving time overrun	4.2.15
64.	DBOD No.BP.BC. 101/ 21.01.002/ 2001-02	09.05.2002	Corporate Debt Restructuring	Part B

65.	DBOD No.BP.BC. 100/ 21.01.002/ 2001-02	09.05.2002	Prudential norms on asset classification	4.1.2
66.	DBOD No.BP.BC. 59/ 21.04.048/2001-2002	22.01.2002	Prudential norms on income recognition, asset classification and Provisioning agricultural advances	4.2.13
67.	DBOD No.BP.BC. 25/ 21.04.048/2000-2001	11.09.2001	Prudential norms on income recognition, asset classification and provisioning	3
68.	DBOD No.BP.BC. 15 / 21.04.114/2000-2001	23.08.2001	Corporate Debt Restructuring	Part B
69.	DBOD No.BP.BC. 132/ 21.04.048/2000-2001	14.06.2001	Income Recognition, Asset Classification and Provisioning for Advances	4.2
70.	DBOD No. BP.BC. 128/ 21.04.048/2000-2001	07.06.2001	SSI Advances Guaranteed by CGTSI – Riskweight and provisioning norms	5.9.5
71.	DBOD No. BP. BC. 116 /21.04.048/ 2000-2001	02.05.2001	Monetary & Credit Policy Measures 2001-02	2.1.2
72.	DBOD No. BP. BC. 98/ 21.04.048/ 2000-2001	30.03.2001	Treatment of Restructured Accounts	Part B
73.	DBOD No. BP. BC. 40 / 21.04.048/ 2000-2001	30.10.2000	Income Recognition, Asset Classification and Provisioning Reporting of NPAs to RBI	3.5
74.	DBOD.No.BP.BC.161/21.04. 0 48/ 2000	24.04.2000	Prudential Norms on Capital Adequacy, Income Recognition, Asset Classification and Provisioning, etc.	5.5

75.	DBOD.No.BP.BC.144/21.04.0 48/ 2000	29.02.2000	Income Recognition, Asset Classification and Provisioning and Other Related Matters and Adequacy Standards - Takeout Finance	4.2.16
76.	DBOD.No.BP.BC.138/21.04.0 48/ 2000	07.02.2000	Income Recognition, Asset Classification and Provisioning Export Project Finance	4.2.18
77.	DBOD.No.BP.BC.103/21.04.0 48/ 99	21.10.99	Income Recognition, Asset Classification and Provisioning Agricultural Finance by Commercial Banks through Primary Agricultural Credit Societies	4.2.10
78.	DBOD.No.FSC.BC.70/24.01.001/ 99	17.07.99	Equipment Leasing Activity Accounting/ Provisioning Norms	3.2.3, 5.8
79.	DBOD.No.BP.BC.45/21.04.0 4 8/99	10.05.99	Income Recognition Asset Classification and Provisioning Concept of Commencement of Commercial Production	4.2.15
80.	DBOD.No.BP.BC.120/21.04.0 48/ 98	29.12.98	Prudential norms on Income Recognition, Asset Classification and Provisioning Agricultural Loans Affected by Natural Calamities	4.2.13
81.	DBOD.No.BP.BC.103/21.01.0 02/ 98	31.10.98	Monetary & Credit Policy Measures	4.1.1, 4.1.2, 5.5
82.	DBOD.No.BP.BC.17/21.04.0 4 8/98	04.03.98	Prudential Norms on Income Recognition, Asset	4.2.13

			Classification and Provisioning Agricultural Advances	
83.	DOS. No. CO.PP. BC.6/ 11.01.005/ 9697	15.05.97	Assessments relating to asset valuation and loan loss provisioning	5.1.1
84.	DBOD.No.BP.BC.29/21.04.0 4 8/97	09.04.97	Income Recognition Asset Classification and Provisioning Agricultural Advances	4.2.13
85.	DBOD.No.BP.BC.14/21.04.0 48/97	19.02.97	Income Recognition Asset Classification and Provisioning Agricultural Advances	4.2.13
86.	DBOD.No.BP.BC.9/21.04.04 8 /97	29.01.97	Prudential Norms Capital Adequacy, Income Recognition Asset Classification and Provisioning	4.2.4, 4.2.5, 4.2.8, 4.2.9
87.	DBOD.No.BP.BC.163/21.04. 0 48/ 96	24.12.96	Classification of Advances with Balance less than Rs. 25,000/	4.1
88.	DBOD.No.BP.BC.65/21.04.0 48/96	04.06.96	Income Recognition Asset Classification and Provisioning	4.2.8
89.	DBOD.No.BP.BC.26/21.04.0 48/96	19.03.96	Nonperforming Advances Reporting to RBI	3.5
90.	DBOD.No.BP.BC.25/21.04.0 48/96	19.03.96	Income Recognition Asset Classification and Provisioning	4.2.8, 4.2.14
91.	DBOD.No.BP.BC.134/21.04. 0 48/ 95	20.11.95	EXIM Bank's New Lending Programme Extension of	4.2.17

			Guarantee cum Refinance to Commercial Bank in respect of Post shipment Supplier's Credit	
92.	DBOD.No.BP.BC.36/21.04.0 48/95	03.04.95	Income Recognition Asset Classification and Provisioning	3.2.2, 3.3, 4.2.17 5.8.1
93.	DBOD.No.BP.BC.134/21.04. 0 48/ 94	14.11.94	Income Recognition Asset Classification Provisioning and Other Related Matters	5
94.	DBOD.No.BP.BC.58/21.04.0 4 894	16.05.94	Income Recognition Asset Classification and Provisioning and Capital Adequacy Norms - Clarifications	5
95.	DBOD.No.BP.BC.50/21.04.0 48/94	30.04.94	Income Recognition Asset Classification and Provisioning	5.9.4
96.	DOS.BC.4/16.14.001/9394	19.03.94	Credit Monitoring System - Health Code System for Borrowal Accounts	1.3
97.	DBOD.No.BP.BC.8/21.04.04 3 /94	04.02.94	Income Recognition, Provisioning and Other Related Matters	3.1.2, 3.4, 4.2
98.	DBOD.No.BP.BC.195/21.04. 0 48/ 93	24.11.93	Income Recognition, Asset Classification and Provisioning Clarifications	4.2
99.	DBOD.No.BP.BC.95/21.04.0 48/93	23.03.93	Income Recognition, Asset Classification, Provisioning and Other Related Matters	3.2, 5
100.	DBOD.No.BP.BC.59/21.04.0 4 392	17.12.92	Income Recognition, Asset Classification and Provisioning Clarifications	3.2.1, 3.2.2, 4.2

101.	DBOD.No.BP.BC.129/21.04.0 4392	27.04.92	Income Recognition, Asset Classification, Provisioning and Other Related Matters	1.1, 1.2, 2.1.1, 2.2, 3.1.1,3.1.3, 4.1, 4.1.1, 4.1.2, 4.1.3, 4.2, 5.1, 5.2, 5.3, 5.4
102.	DBOD.No.BP.BC.42/C.469 (W)90	31.10.90	Classification of Non Performing Loans	3.1.1
103.	DBOD.No.Fol.BC.136/C.249 85	07.11.85	Credit Monitoring System - Introduction of Health Code for Borrowal Accounts in Banks	1.3
104.	DBOD.No.BP.BC.35/21.01.0 02/99	24.04.99	Monetary & Credit Policy Measures	4.2
105.	DBOD.No.FSC.BC.18/24.01. 001/ 9394	19.02.94	Equipment Leasing, Hire Purchase, Factoring, etc. Activities	2.1, 3.2.3