

**RESERVE BANK OF INDIA  
DEPARTMENT OF REGULATION  
CENTRAL OFFICE, 2<sup>nd</sup> FLOOR, MAIN OFFICE BUILDING  
SHAHID BHAGAT SINGH MARG, FORT, MUMBAI – 400 001**

**RBI/DNBR/2016-17/45**

**Master Direction DNBR.PD.008/03.10.119/2016-17**

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**Master Direction - Non-Banking Financial Company - Systemically Important  
Non-Deposit taking Company and Deposit taking Company (Reserve Bank)  
Directions, 2016**

The Reserve Bank of India (the Bank), having considered it necessary in the public interest, and being satisfied that, for the purpose of enabling the Bank to regulate the financial system to the advantage of the country and to prevent the affairs of any Systemically Important Non-Deposit taking Non-Banking Financial Company (NBFC-ND-SI) and Deposit taking Non-Banking Financial Company (NBFC-D) from being conducted in a manner detrimental to the interest of investors and depositors or in any manner prejudicial to the interest of such NBFCs, and in exercise of the powers conferred under sections 45JA, 45K, 45L and 45M of the Reserve Bank of India Act, 1934 (Act 2 of 1934) and section 3 read with section 31A and section 6 of the Factoring Regulation Act, 2011 (Act 12 of 2012), hereby issues to every NBFC-ND-SI and NBFC-D, in supersession of the [Notification No.DNBS.192/DG\(VL\)-2007 dated February 22, 2007](#), [Notification DNBS.PD.CC.No.168/03.02.089/2009-10 dated February 12, 2010](#), [Notification No.DNBS.233/CGM\(US\)-2011 dated](#)

[November 21, 2011, Notification DNBS.PD.No.234/CGM\(US\)2011 dated December 02, 2011, Notification DNBS.PD.No.247/CGM\(US\)-2012 dated July 23, 2012 and Notification No.DNBR.009/CGM\(CDS\)-2015 dated March 27, 2015](#) the Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 (the Directions) hereinafter specified.

(J P Sharma)  
Chief General Manager

**\* Since this Master Direction has been significantly amended, it has been replaced rather than showing the changes in track mode for reader convenience. The changes are listed at the end of Master Direction in any case.**

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**Section – I**  
**Introduction**

**Chapter – I**  
**PRELIMINARY**

**1. Short Title and Commencement.**

(1) These Directions shall be called the **Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016.**

(2) These directions shall come into force with immediate effect.

**2. Applicability**

(1) The provisions of these Directions shall apply to the following:

(i) every Systemically Important Non-Deposit taking Non-Banking Financial Company (NBFC-ND-SI) registered with the Bank under the provisions of Reserve Bank of India Act, 1934 (RBI Act, 1934);

(ii) every Deposit taking Non-Banking Financial Company (NBFC-D) registered with the Bank under the provisions of RBI Act, 1934;

(iii) every Non-Banking Financial Company – Factor registered with the Bank under section 3 of the Factoring Regulation Act, 2011 and having an asset size of ₹500 crore and above and every Non-Banking Financial Company - Investment and Credit Company registered with the bank under Section 3 of the Factoring Regulation Act, 2011;

(iv) every Infrastructure Debt Fund – Non-Banking Finance Company (IDF-NBFC) registered with the Bank under the provisions of RBI Act, 1934;

(v) every Non-Banking Finance Company – Micro Finance Institution (NBFC-MFI) registered with the Bank under the provisions of RBI Act, 1934 and having an asset size of ₹500 crore and above;

(vi) every Non-Banking Finance Company - Infrastructure Finance Company (NBFC-IFC) registered with the Bank under the provisions of RBI Act, 1934 and having an asset size of ₹500 crore and above.

(2) The Category of NBFCs as mentioned at points (i) to (vi) above are hereafter referred to as 'applicable NBFCs', for the purpose of these Directions. Specific directions applicable to specific categories of NBFCs registered as NBFC-Factors and NBFC-ICCs registered under Factoring Regulation Act, 2011, IDF-NBFCs and NBFC-MFIs are as provided for under respective Chapters in these Directions.

(3) These Directions shall apply to a non-banking financial company being a Government company as defined under clause (45) of Section 2 of the Companies Act, 2013 (Act 18 of 2013). The directions relating to prudential regulation, acceptance of public deposits, corporate governance, conduct of business regulations and statutory provisions etc., shall, however, be followed by the government companies as per the timeline provided in [Annex I](#). Government NBFCs that are already complying with the prudential regulation as per the road map submitted by them shall continue to follow the same.<sup>1</sup>

(4) These Directions consolidate the regulations as issued by Department of Regulation, Reserve Bank of India. However, any other Directions/ guidelines issued by any other Department of the Bank, as applicable to an applicable NBFC shall be adhered to by it.

## **Chapter II Definitions**

**3.** For the purpose of these Directions, unless the context otherwise requires:

- (i) "Act" means the Reserve Bank of India Act, 1934;
- (ii) "Bank" means the Reserve Bank of India constituted under section 3 of the Reserve Bank of India Act, 1934
- (iii) "Break up value" means the equity capital and reserves as reduced by intangible assets and revaluation reserves, divided by the number of equity shares of the investee company;

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<sup>1</sup>Government Companies were advised vide [DNBS.PD/CC.No.86/03.02.089/2006-07 dated December 12, 2006](#) to submit to the Reserve Bank [Department of Supervision – (DoS)] a road map for compliance with the various elements of the NBFC regulations, in consultation with the Government.

- (iv) "Carrying cost" means book value of the assets and interest accrued thereon but not received;
- (v) "Company" means a company registered under section 3 of the Companies Act, 1956 or a corresponding provision under Companies Act, 2013;
- (vi) "Companies in the group", shall mean an arrangement involving two or more entities related to each other through any of the following relationships: Subsidiary – parent (defined in terms of AS 21), Joint venture (defined in terms of AS 27), Associate (defined in terms of AS 23), Promoter-promotee (as provided in the SEBI (Acquisition of Shares and Takeover) Regulations, 1997) for listed companies, a related party (defined in terms of AS 18), Common brand name, and investment in equity shares of 20 per cent and above.
- (vii) "Concessionaire" means a party which has entered into an agreement called 'Concession Agreement' with a Project Authority, for developing infrastructure.
- (viii) "Conduct of business regulations" means the directions issued by the Bank from time to time on Fair Practices Code and Know Your Customer.
- (ix) "Control" shall have the same meaning as is assigned to it under clause (e) of sub-regulation (1) of regulation 2 of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
- (x) "Current investment" means an investment which is by its nature readily realisable and is intended to be held for not more than one year from the date on which such investment is made.
- (xi) "Customer interface" means interaction between the NBFC and its customers while carrying on its business.
- (xi)(a) "Dividend Payout Ratio" means the ratio between the amount of the dividend payable in a year and the net profit as per the audited financial statements for the financial year for which the dividend is proposed. Proposed dividend shall include both dividend on equity shares and compulsory convertible preference shares eligible for inclusion in Tier I Capital. In case the net profit for the relevant period includes any exceptional and/or extra-ordinary profits/ income or the financial statements are qualified (including 'emphasis of matter') by the statutory auditor that indicates an overstatement of net profit, the same shall be reduced from net profits while determining the Dividend Payout Ratio.
- (xii) "Earning value" means the value of an equity share computed by taking the average of profits after tax as reduced by the preference dividend and adjusted

for extra-ordinary and non-recurring items, for the immediately preceding three years and further divided by the number of equity shares of the investee company and capitalised at the following rate:

- (a) in case of predominantly manufacturing company, eight per cent;
- (b) in case of predominantly trading company, ten per cent; and
- (c) in case of any other company, including non-banking financial company, twelve per cent;

Note: If, an investee company is a loss-making company, the earning value will be taken at zero;

- (xiii) "Fair value" means the mean of the earning value and the breakup value.
- (xiv) "Hybrid debt" means capital instrument which possesses certain characteristics of equity as well as of debt.
- (xv) "Infrastructure Debt Fund-Non-Banking Financial Company" or "IDF-NBFC" means a non-deposit taking NBFC that has Net Owned Fund of ₹300 crore or more and which invests only in Public Private Partnerships (PPP) and post commencement operations date (COD) infrastructure projects which have completed at least one year of satisfactory commercial operation and becomes a party to a Tripartite Agreement.
- (xvi) "Infrastructure Finance Company" means a non-deposit taking NBFC that fulfils the following criteria:
  - (a) a minimum of 75 per cent of its total assets deployed in "infrastructure loans";
  - (b) Net owned funds of ₹300 crore or above;
  - (c) minimum credit rating of 'A' issued by any of the SEBI-registered Credit Rating Agencies;
  - (d) CRAR of 15 per cent (with a minimum Tier I capital of 10 per cent).
- (xvii) "Infrastructure lending" means a credit facility extended by non-banking financial company to a borrower, by way of term loan, project loan subscription to bonds/debentures/preference shares/equity shares in a project company acquired as a part of the project finance package such that subscription amount to be "in the nature of advance" or any other form of long term funded facility for exposure in the infrastructure sub-sectors as notified by the Department of Economic Affairs, Ministry of Finance, Government of India, from time to time<sup>2</sup>.

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<sup>2</sup>Modified vide [Circular No.DNBR.PD.CC.No.085/03.10.001/2016-17 dated March 02, 2017](#)



- (xviii) "Non-Banking Financial Company-Investment and Credit Company (NBFC-ICC)" means any company which is a financial institution carrying on as its principal business- asset finance, the providing of finance whether by making loans or advances or otherwise for any activity other than its own and the acquisition of securities; and is not any other category of NBFC as defined by the Bank in any of its Master Directions.
- (xix) "Non-Banking Financial Company-Factor (NBFC-Factor)" means a non-banking financial company as defined in clause (f) of section 45-I of the RBI Act, 1934, which has its principal business as defined in paragraph 42 of these directions and has been granted a certificate of registration under section 3 of the Factoring Regulation Act, 2011.
- (xx) "Non-Banking Financial Company–Micro Finance Institution (NBFC-MFI)" means a non-deposit taking NBFC that fulfils the following conditions:
- (a) Minimum Net Owned Funds of ₹5 crore. (For NBFC-MFIs registered in the North Eastern Region of the country, the minimum NOF requirement shall stand at ₹2 crore);
  - (b) Not less than 75 per cent of its total assets are in the nature of "microfinance loans" as defined under [Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022](#).
- (xxi) "Non-Operative Financial Holding Company (NOFHC)" means a non-deposit taking NBFC referred to in the "Guidelines for Licensing of New Banks in the Private Sector", issued by the Bank, which holds the shares of a banking company and the shares of all other financial services companies in its group, whether regulated by Bank or by any other financial regulator, to the extent permissible under the applicable regulatory prescriptions.
- (xxii) "Long term investment" means an investment other than a current investment.
- (xxiii) "Net asset value" means the latest declared net asset value by the mutual fund concerned in respect of that particular scheme.
- (xxiv) "Net book value" means:
- (a) in the case of hire purchase asset, the aggregate of overdue and future instalments receivable as reduced by the balance of unmatured finance charges and further reduced by the provisions made as per paragraph 13(2) of these Directions;
  - (b) in the case of leased asset, aggregate of capital portion of overdue lease

rentals accounted as receivable and depreciated book value of the lease asset as adjusted by the balance of lease adjustment account.

- (xxv) "Owned fund" means paid up equity capital, preference shares which are compulsorily convertible into equity, free reserves, balance in share premium account and capital reserves representing surplus arising out of sale proceeds of asset, excluding reserves created by revaluation of asset, as reduced by accumulated loss balance, book value of intangible assets and deferred revenue expenditure, if any.
- (xxvi) "Project Authority" means an authority constituted by a statute for the development of infrastructure in the country.
- (xxvii) "Public deposit" for the purpose of the Directions shall have the same meaning as defined in the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions 2016.
- (xxviii) "Public funds" includes funds raised either directly or indirectly through public deposits, inter-corporate deposits, bank finance and all funds received from outside sources such as funds raised by issue of Commercial Papers, debentures etc. but excludes funds raised by issue of instruments compulsorily convertible into equity shares within a period not exceeding 5 years from the date of issue.
- (xxix) "Subordinated debt" means an instrument, which is fully paid up, is unsecured and is subordinated to the claims of other creditors and is free from restrictive clauses and is not redeemable at the instance of the holder or without the consent of the supervisory authority of the non-banking financial company. The book value of such instrument shall be subjected to discounting as provided hereunder:

Remaining Maturity of the instruments	Rate of discount
(a) Upto one year	100 per cent
(b) More than one year but upto two years	80 per cent
(c) More than two years but upto three years	60 per cent
(d) More than three years but upto four years	40 per cent
(e) More than four years but upto five years	20 per cent

to the extent such discounted value does not exceed fifty per cent of Tier I capital.

- (xxx) "Substantial interest" means holding of a beneficial interest by an individual or his spouse or minor child, whether singly or taken together in the

shares of a company, the amount paid up on which exceeds ten per cent of the paid-up capital of the company; or the capital subscribed by all the partners of a partnership firm.

(xxxix) “Systemically important non-deposit taking non-banking financial company”, means a non-banking financial company not accepting/ holding public deposits and having total assets of ₹500 crore and above as shown in the last audited balance sheet.

(xxxix) “Tier I Capital” means owned fund as reduced by investment in shares of other non-banking financial companies and in shares, debentures, bonds, outstanding loans and advances including hire purchase and lease finance made to and deposits with subsidiaries and companies in the same group exceeding, in aggregate, ten per cent of the owned fund; and perpetual debt instruments issued by a non-deposit taking non-banking financial company in each year to the extent it does not exceed 15 per cent of the aggregate Tier I Capital of such company as on March 31 of the previous accounting year.

(xxxix) “Tier II capital” includes the following:

(a) preference shares other than those which are compulsorily convertible into equity;

(b) revaluation reserves at discounted rate of fifty five per cent;

(c) General provisions (including that for Standard Assets) and loss reserves to the extent these are not attributable to actual diminution in value or identifiable potential loss in any specific asset and are available to meet unexpected losses, to the extent of one and one fourth percent of risk weighted assets;

(d) hybrid debt capital instruments;

(e) subordinated debt; and

(f) perpetual debt instruments issued by a non-deposit taking non-banking financial company which is in excess of what qualifies for Tier I Capital, to the extent the aggregate does not exceed Tier I capital.

(xxxix) “Tripartite Agreement” means an agreement between three parties, namely, the concessionaire, the Project Authority and IDF-NBFC that also binds all the parties thereto to the terms and conditions of the other Agreements referred to therein.

**4.** Words or expressions used but not defined herein and defined in the RBI Act shall have the same meaning as assigned to them in the RBI Act. Any other words or expressions not defined in the RBI Act shall have the same meaning as assigned to

them in the Factoring Regulation Act, 2011. Any words or expressions used and not defined in these directions or in the RBI Act, or the Factoring Regulation Act or any of the Directions issued by the Bank, shall have the meanings respectively assigned to them under the Companies Act, 1956 or Companies Act, 2013 (Act 18 of 2013) as the case may be.

### **Chapter III Registration**

**5.** In exercise of the powers conferred under clause (b) of sub-section (1) of section 45–IA of the Reserve Bank of India Act, 1934 (Act 2 of 1934) and all the powers enabling it in that behalf, the Bank, hereby specifies two hundred lakh rupees as the net owned fund (NOF) required for a non-banking financial company to commence or carry on the business of non-banking financial institution, except wherever otherwise a specific requirement as to NOF is prescribed by the Bank.

Provided that a non-banking financial company holding a Certificate of Registration (CoR) issued by the Bank and having net owned fund of less than two hundred lakh of rupees, may continue to carry on the business of non-banking financial institution, if such company achieves net owned fund of two hundred lakh of rupees before April 1, 2017.

It will be incumbent upon such NBFCs, the NOF of which currently falls below ₹200 lakh, to submit a statutory auditor's certificate certifying compliance with the prescribed levels by the end of the period as given above.

NBFCs failing to achieve the prescribed level within the stipulated period shall not be eligible to hold the CoR as NBFCs.

#### **5A. Investment in applicable NBFCs from FATF non-compliant jurisdictions**

(1) Investments in applicable NBFCs from FATF non-compliant jurisdictions shall not be treated at par with those from the compliant<sup>3</sup> jurisdictions. In terms of directions issued vide circular [DOR.CO.LIC.CC No.119/03.10.001/2020-21 dated February 12, 2021](#), new investors from or through non-compliant FATF jurisdictions, whether in existing NBFCs or in companies seeking Certification of Registration (COR), should

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<sup>3</sup> The Financial Action Task Force (FATF) periodically identifies jurisdictions with weak measures to combat money laundering and terrorist financing (AML/CFT) in its following publications: i) High-Risk Jurisdictions subject to a Call for Action, and ii) Jurisdictions under Increased Monitoring. A jurisdiction, whose name does not appear in the two aforementioned lists, shall be referred to as a FATF compliant jurisdiction.

not be allowed to directly or indirectly acquire 'significant influence' in the investee, as defined in the applicable accounting standards. In other words, fresh investors (directly or indirectly) from such jurisdictions in aggregate should be less than the threshold of 20 per cent of the voting power (including potential voting power<sup>4</sup>) of the NBFC.

(2) Investors in existing NBFCs holding their investments prior to the classification of the source or intermediate jurisdiction/s as FATF non-compliant, may continue with the investments or bring in additional investments as per extant regulations so as to support continuity of business in India.

## **Section –II** **Prudential Issues**

### **Chapter - IV** **Capital Requirements**

**6. (1)** Every applicable NBFC shall maintain a minimum capital ratio consisting of Tier I and Tier II capital which shall not be less than 15 per cent of its aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items.

(2) The Tier I capital in respect of applicable NBFCs (other than NBFC-MFI and IDF-NBFC), at any point of time, shall not be less than 10 per cent.

(3) Applicable NBFCs primarily engaged in lending against gold jewellery (such loans comprising 50 per cent or more of their financial assets) shall maintain a minimum Tier I capital of 12 per cent.

Explanations:

#### **I. On balance sheet assets–**

(1) In these Directions, degrees of credit risk expressed as percentage weightages have been assigned to balance sheet assets. Hence, the value of each asset / item requires to be multiplied by the relevant risk weights to arrive at risk adjusted value of assets. The aggregate shall be taken into account for reckoning the minimum

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<sup>4</sup> Potential voting power could arise from instruments that are convertible into equity, other instruments with contingent voting rights, contractual arrangements, etc. that grant investors voting rights (including contingent voting rights) in the future. In such cases, it should be ensured that new investments from FATF non-compliant jurisdictions are less than both (i) 20 per cent of the existing voting powers and (ii) 20 per cent of existing and potential voting powers assuming those potential voting rights have materialised.

capital ratio. The risk weighted asset shall be calculated as the weighted aggregate of funded items as detailed hereunder:

<b>Weighted risk assets - On-Balance Sheet items</b>	<b>Percentage weight</b>
(i) Cash and bank balances including fixed deposits and certificates of deposits with banks	0
(ii) Investments	
(a) Approved securities [Except at (c) below]	0
(b) Bonds of public sector banks	20
(c) Fixed deposits/certificates of deposits/bonds of public financial institutions	100
(d) Shares of all companies and debentures / bonds/commercial papers of all companies and units of all mutual funds	100
(e) All assets covering PPP and post commercial operations date (COD) infrastructure projects in existence over a year of commercial operation.	50
(iii) Current assets	
(a) Stock on hire (net book value)	100
(b) Inter-corporate loans/deposits	100
(c) Loans and advances fully secured against deposits held	0
(d) Loans to staff	0
(e) Other secured loans and advances considered good [Except at (vi) below]	100
(f) Bills purchased/ discounted	100
(g) Others (To be specified)	100

(iv) Fixed Assets (net of depreciation)	
(a) Assets leased out (net book value)	100
(b) Premises	100
(c) Furniture & Fixtures	100
 (v) Other assets	
(a) Income tax deducted at source (net of provision)	0
(b) Advance tax paid (net of provision)	0
(c) Interest due on Government securities	0
(d) Others (to be specified)	100
 (vi) Domestic Sovereign	
(a) fund-based claims on the Central Government	0
(b) Direct loan/ credit/ overdraft exposure and investment in State Government securities	0
(c) Central Government guaranteed claims	0
(d) State Government guaranteed claims, which have not remained in default/ which are in default for a period not more than 90 days	20
(e) State Government guaranteed claims, which have remained in default for a period of more than 90 days	100

Notes:

1. Netting shall be done only in respect of assets where provisions for depreciation or for bad and doubtful debts have been made.
2. Assets which have been deducted from owned fund to arrive at net owned fund shall have a weightage of 'zero'.
3. While calculating the aggregate of funded exposure of a borrower for the purpose of assignment of risk weight, such non-banking financial companies shall net off the amount of cash margin/caution money/security deposits (against which right to set-

off is available) held as collateral against the advances out of the total outstanding exposure of the borrower.

## **II. Off-balance sheet items**

### **(1) General**

Applicable NBFC shall calculate the total risk weighted off-balance sheet credit exposure as the sum of the risk-weighted amount of the market related and non-market related off-balance sheet items. The risk-weighted amount of an off-balance sheet item that gives rise to credit exposure shall be calculated by means of a two-step process:

- (i) the notional amount of the transaction shall be converted into a credit equivalent amount, by multiplying the amount by the specified credit conversion factor or by applying the current exposure method; and
- (ii) the resulting credit equivalent amount shall be multiplied by the risk weight applicable viz., zero per cent for exposure to Central Government/ State Governments, 20 per cent for exposure to banks and 100 per cent for others.

### **(2) Non-market-related off- balance sheet items**

(i) The credit equivalent amount in relation to a non-market related off-balance sheet item shall be determined by multiplying the contracted amount of that particular transaction by the relevant credit conversion factor (CCF).

<b>Sr. No.</b>	<b>Instruments</b>	<b>Credit Conversion Factor</b>
i.	Financial & other guarantees	100
ii.	Share/debenture underwriting obligations	50
iii.	Partly-paid shares/debentures	100
iv.	Bills discounted/rediscounted	100
v.	Lease contracts entered into but yet to be executed	100
vi.	Sale and repurchase agreement and asset sales with recourse, where the credit risk remains with the applicable NBFC.	100
vii.	Forward asset purchases, forward deposits and partly paid shares and securities,	100



	which represent commitments with certain draw down.	
viii.	Lending of NBFC securities or posting of securities as collateral by the applicable NBFC, including instances where these arise out of repo style transactions	100
ix.	Other commitments (e.g., formal standby facilities and credit lines) with an original maturity of up to one year over one year	20 50
x.	Similar commitments that are unconditionally cancellable at any time by the applicable NBFC without prior notice or that effectively provide for automatic cancellation due to deterioration in a borrower's credit worthiness	0
xi.	Take-out Finance in the books of taking-over institution	
	(i) Unconditional take-out finance	100
	(ii) Conditional take-out finance	50 Note: As the counter-party exposure will determine the risk weight, it will be 100 per cent in respect of all borrowers or zero percent if covered by Government guarantee.
xii.	Commitment to provide liquidity facility for securitization of standard asset transactions	100
xiii.	Second loss credit enhancement for securitization of standard asset	100

	transactions provided by third party	
xiv.	Other contingent liabilities (To be specified)	50

Note:

1. *Cash margins/deposits shall be deducted before applying the conversion factor*
2. *Where the non-market related off-balance sheet item is an undrawn or partially undrawn fund-based facility, the amount of undrawn commitment to be included in calculating the off-balance sheet non-market related credit exposures is the maximum unused portion of the commitment that could be drawn during the remaining period to maturity. Any drawn portion of a commitment forms a part of applicable NBFCs on-balance sheet credit exposure.*

**For example:**

*A term loan of ₹700 crore is sanctioned for a large project which can be drawn down in stages over a three-year period. The terms of sanction allow draw down in three stages – ₹150 crore in Stage I, ₹200 crore in Stage II and ₹350 crore in Stage III, where the borrower needs the applicable NBFCs explicit approval for draw down under Stages II and III after completion of certain formalities. If the borrower has drawn already ₹50 crore under Stage I, then the undrawn portion would be computed with reference to Stage I alone i.e., it will be ₹100 crore. If Stage I is scheduled to be completed within one year, the CCF will be 20 per cent and if it is more than one year then the applicable CCF will be 50 per cent.*

**(3) Market Related Off-Balance Sheet Items**

- (i) Applicable NBFCs shall take into account all market related off-balance sheet items (OTC derivatives and Securities Financing Transactions such as repo/ reverse repo/CBLO etc.) while calculating the risk weighted off-balance sheet credit exposures.
- (ii) The credit risk on market related off-balance sheet items is the cost to an applicable NBFC of replacing the cash flow specified by the contract in the event of counterparty default. This shall depend, among other things, upon

the maturity of the contract and on the volatility of rates underlying the type of instrument.

(iii) Market related off-balance sheet items shall include:

- (a) interest rate contracts - including single currency interest rate swaps, basis swaps, forward rate agreements, and interest rate futures;
- (b) foreign exchange contracts, including contracts involving gold, includes cross currency swaps (including cross currency interest rate swaps), forward foreign exchange contracts, currency futures, currency options;
- (c) Credit Default Swaps; and
- (d) any other market related contracts specifically allowed by the Bank which give rise to credit risk.

(iv) Exemption from capital requirements is permitted for -

- (a) foreign exchange (except gold) contracts which have an original maturity of 14 calendar days or less; and
- (b) instruments traded on futures and options exchanges which are subject to daily mark-to-market and margin payments.

(v) The exposures to Central Counter Parties (CCPs), on account of derivatives trading and securities financing transactions (e.g. Collateralized Borrowing and Lending Obligations - CBLOs, Repos) outstanding against them shall be assigned zero exposure value for counterparty credit risk, as it is presumed that the CCPs' exposures to their counterparties are fully collateralized on a daily basis, thereby providing protection for the CCP's credit risk exposures.

(vi) A CCF of 100 per cent shall be applied to the corporate securities posted as collaterals with CCPs and the resultant off-balance sheet exposure shall be assigned risk weights appropriate to the nature of the CCPs. In the case of Clearing Corporation of India Limited (CCIL), the risk weight shall be 20 per cent and for other CCPs, risk weight shall be 50 per cent.

(vii) The total credit exposure to a counter party in respect of derivative transactions shall be calculated according to the current exposure method as explained below.

#### **(4) Current Exposure Method (used for measuring capital charge for default risk)**

The credit equivalent amount of a market related off-balance sheet transaction calculated using the current exposure method is the sum of (i) current exposure and (ii) potential future exposure of the contract.

- (i) Current exposure is defined as the sum of the gross positive mark-to-market value of all contracts with respect to a single counterparty (positive and negative marked-to-market values of various contracts with the same counterparty shall not be netted). The Current Exposure Method requires periodical calculation of the current exposure by marking these contracts to market.

Note: In case of bilateral netting arrangement, refer to the definition as specified in clause (iv) below.

- (ii) Potential future exposure is determined by multiplying the notional principal amount of each of these contracts, irrespective of whether the contract has a zero, positive or negative mark-to-market value by the relevant add-on factor indicated below according to the nature and residual maturity of the instrument.

<b>Credit Conversion Factors for interest rate related, exchange rate related and gold related derivatives</b>		
<b>Credit Conversion Factors (per cent)</b>		
	<b>Interest Rate Contracts</b>	<b>Exchange Rate Contracts &amp; Gold</b>
<b>One year or less</b>	<b>0.50</b>	<b>2.00</b>
<b>Over one year to five years</b>	<b>1.00</b>	<b>10.00</b>
<b>Over five years</b>	<b>3.00</b>	<b>15.00</b>

- a. For contracts with multiple exchanges of principal, the add-on factors are to be multiplied by the number of remaining payments in the contract.
- b. For contracts that are structured to settle outstanding exposure following specified payment dates and where the terms are reset such that the market value of the contract is zero on these specified dates, the residual maturity shall be set equal to the time until the next reset date. However, in the case of interest rate contracts which have residual

maturities of more than one year and meet the above criteria, the CCF or add-on factor is subject to a floor of 1.0 per cent.

- c. No potential future exposure shall be calculated for single currency floating/ floating interest rate swaps; the credit exposure on these contracts would be evaluated solely on the basis of their mark-to-market value.
  - d. Potential future exposures shall be based on 'effective' rather than 'apparent notional amounts'. In the event that the 'stated notional amount' is leveraged or enhanced by the structure of the transaction, the 'effective notional amount' must be used for determining potential future exposure. For example, a stated notional amount of USD 1 million with payments based on an internal rate of two times the lending rate of the applicable NBFC would have an effective notional amount of USD 2 million.
- (iii) When effective bilateral netting contract as specified in 'Explanations II'(4)(v) of Chapter IV is in place, current exposure i.e. replacement cost will be the net replacement cost; and the potential future exposure i.e. add-on will be  $A_{Net}$  as calculated below:

(a) Credit exposure on bilaterally netted forward transactions will be calculated as the sum of the net mark-to-market replacement cost, if positive, plus an add-on based on the notional underlying principal.

The add-on for netted transactions ( $A_{Net}$ ) will equal the weighted average of the gross add-on ( $A_{Gross}$ ) and the gross add-on adjusted by the ratio of net current replacement cost to gross current replacement cost (NGR). This is expressed through the following formula:

$$A_{Net} = 0.4 * A_{Gross} + 0.6 * NGR * A_{Gross}$$

where:

NGR = level of net replacement cost/level of gross replacement cost for transactions subject to legally enforceable netting agreements<sup>5</sup>

$A_{Gross}$  = sum of individual add-on amounts (calculated by multiplying the notional principal amount by the appropriate add-on factors set out in the table in 'Explanations II'(4)(ii) of Chapter

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<sup>5</sup> Applicable NBFCs must calculate NGR on a counterparty by counterparty basis for all transactions that are subject to legally enforceable netting agreements.

IV) of all transactions subject to legally enforceable netting agreements with one counterparty.

(b) For the purposes of calculating potential future exposure to a netting counterparty for forward foreign exchange contracts and other similar contracts in which the notional principal amount is equivalent to cash flows, the notional principal is defined as the net receipts falling due on each value date in each currency. The reason for this is that offsetting contracts in the same currency maturing on the same date will have lower potential future exposure as well as lower current exposure.

(iv) Definitions and general terminology

**(a) Current Exposure** is the larger of zero, or the market value of a transaction or portfolio of transactions within a netting set with a counterparty that would be lost upon the default of the counterparty, assuming no recovery on the value of those transactions in bankruptcy. Current exposure is often also called Replacement Cost (RC).

**(b) Netting Set** is a group of transactions with a single counterparty that are subject to a legally enforceable bilateral netting arrangement and for which netting is recognised for regulatory capital purposes. Each transaction that is not subject to a legally enforceable bilateral netting arrangement that is recognised for regulatory capital purposes should be interpreted as its own netting set for the purpose of these rules.

(v) Requirement for recognition of Bilateral Netting Contract:

(a) Applicable NBFCs may net transactions subject to novation under which any obligation between such NBFC and its counterparty to deliver a given currency on a given value date is automatically amalgamated with all other obligations for the same currency and value date, legally substituting one single amount for the previous gross obligations.

(b) Applicable NBFCs may also net transactions subject to any legally valid form of bilateral netting not covered in (a), including other forms of novation.

(c) In both cases (a) and (b), applicable NBFCs will need to satisfy that it has:

(i) A netting contract or agreement with the counterparty which creates a single legal obligation, covering all included transactions, such that the applicable NBFCs would have either a claim to receive or obligation to

pay only the net sum of the positive and negative mark-to-market values of included individual transactions in the event a counterparty fails to perform due to any of the following: default, bankruptcy, liquidation or similar circumstances;

(ii) Written and reasoned legal opinions that, in the event of a legal challenge, the relevant courts and administrative authorities would find such NBFC's exposure to be such a net amount under:

- The law of the jurisdiction in which the counterparty is chartered and, if the foreign branch of a counterparty is involved, then also under the law of the jurisdiction in which the branch is located;
- The law that governs the individual transactions; and
- The law that governs any contract or agreement necessary to effect the netting.

(iii) Procedures in place to ensure that the legal characteristics of netting arrangements are kept under review in the light of possible changes in relevant law.

(d) Contracts containing walkaway clauses will not be eligible for netting for the purpose of calculating capital requirements under these guidelines. A walkaway clause is a provision which permits a non-defaulting counterparty to make only limited payments or no payment at all, to the estate of a defaulter, even if the defaulter is a net creditor.

**(5) Credit conversion factors for Credit Default Swaps (CDS):**

Applicable NBFCs are only permitted to buy credit protection to hedge their credit risk on corporate bonds they hold. The bonds shall be held in current category or permanent category. The capital charge for these exposures shall be as under:

- (i) For corporate bonds held in current category and hedged by CDS where there is no mismatch between the CDS and the hedged bond, the credit protection shall be permitted to be recognised to a maximum of 80 per cent of the exposure hedged. Therefore, the applicable NBFC shall continue to maintain capital charge for the corporate bond to the extent of 20 per cent of the applicable capital charge. This can be achieved by taking the exposure value at 20 per cent of the market value of the bond and then multiplying that with the risk weight of the issuing entity. In addition to this, the bought CDS position shall attract a capital charge for counterparty risk which shall be calculated by applying a credit conversion factor of 100 per cent and a risk

weight as applicable to the protection seller i.e., 20 per cent for banks and 100 per cent for others.

- (ii) For corporate bonds held in permanent category and hedged by CDS where there is no mismatch between the CDS and the hedged bond, Applicable NBFCs can recognise full credit protection for the underlying asset and no capital shall be required to be maintained thereon. The exposure shall stand fully substituted by the exposure to the protection seller and attract risk weight as applicable to the protection seller i.e., 20 per cent for banks and 100 per cent for others.

## **Chapter – V Prudential Regulations**

### **7. Income recognition**

- (1) The income recognition shall be based on recognised accounting principles.
- (2) Income including interest/ discount/ hire charges/ lease rentals or any other charges on NPA shall be recognised only when it is actually realised. Any such income recognised before the asset became non-performing and remaining unrealised shall be reversed.

### **8. Income from investments**

- (1) Income from dividend on shares of corporate bodies and units of mutual funds shall be taken into account on cash basis:

**Provided** that the income from dividend on shares of corporate bodies shall be taken into account on accrual basis when such dividend has been declared by the corporate body in its annual general meeting and the applicable NBFCs right to receive payment is established.

- (2) Income from bonds and debentures of corporate bodies and from Government securities/bonds shall be taken into account on accrual basis:

**Provided** that the interest rate on these instruments is pre-determined and interest is serviced regularly and is not in arrears.

- (3) Income on securities of corporate bodies or public sector undertakings, the payment of interest and repayment of principal of which have been guaranteed by Central Government or a State Government shall be taken into account on accrual basis.



## **9. Accounting standards**

NBFCs that are required to implement Indian Accounting Standards (Ind AS) as per the Companies (Indian Accounting Standards) Rules, 2015 shall prepare their financial statements in accordance with Ind AS notified by the Government of India and shall comply with the regulatory guidance specified in [Annex XXVI](#) of these Directions. Disclosure requirements for notes to accounts specified in these directions shall continue to apply. Other NBFCs shall comply with the requirements of notified Accounting Standards (AS) insofar as they are not inconsistent with any of these directions.

## **10. Accounting of investments**

- (1)
  - (i) The Board of Directors of every applicable NBFC shall frame investment policy for the company and shall implement the same;
  - (ii) The criteria to classify the investments into current and long-term investments shall be spelt out by the Board of the company in the investment policy;
  - (iii) Investments in securities shall be classified into current and long term, at the time of making each investment;
  - (iv) In case of inter-class transfer –
    - (a) there shall be no such transfer on ad-hoc basis;
    - (b) such transfer, if warranted, shall be effected only at the beginning of each half year, on April 1 or October 1, with the approval of the Board;
    - (c) the investments shall be transferred scrip-wise, from current to long-term or vice-versa, at book value or market value, whichever is lower;
    - (d) the depreciation, if any, in each scrip shall be fully provided for and appreciation, if any, shall be ignored;
    - (e) the depreciation in one scrip shall not be set off against appreciation in another scrip, at the time of such inter-class transfer, even in respect of the scrips of the same category.
- (2) (i) Quoted current investments shall, for the purposes of valuation, be grouped into the following categories, viz.,
  - (a) equity shares,
  - (b) preference shares,
  - (c) debentures and bonds,

- (d) Government securities including treasury bills,
- (e) units of mutual fund, and
- (f) others.

(ii) Quoted current investments for each category shall be valued at cost or market value whichever is lower. For this purpose, the investments in each category shall be considered scrip-wise and the cost and market value aggregated for all investments in each category. If the aggregate market value for the category is less than the aggregate cost for that category, the net depreciation shall be provided for or charged to the profit and loss account. If the aggregate market value for the category exceeds the aggregate cost for the category, the net appreciation shall be ignored. Depreciation in one category of investments shall not be set off against appreciation in another category.

(3) Unquoted equity shares in the nature of current investments shall be valued at cost or breakup value, whichever is lower. However, applicable NBFCs shall substitute fair value for the breakup value of the shares, if considered necessary. Where the balance sheet of the investee company is not available for two years, such shares shall be valued at one Rupee only.

(4) Unquoted preference shares in the nature of current investments shall be valued at cost or face value, whichever is lower.

(5) Investments in unquoted Government securities or Government guaranteed bonds shall be valued at carrying cost.

(6) Unquoted investments in the units of mutual funds in the nature of current investments shall be valued at the net asset value declared by the mutual fund in respect of each particular scheme.

(7) Commercial papers shall be valued at carrying cost.

(8) A long-term investment shall be valued in accordance with the Accounting Standard issued by ICAI.

Note: Unquoted debentures shall be treated as term loans or other type of credit facilities depending upon the tenure of such debentures for the purpose of income recognition and asset classification.

#### **11. Need for policy on demand/ call loans**

- (1) The Board of Directors of every applicable NBFC granting/ intending to grant demand/call loans shall frame a policy for the company and implement the same.
- (2) Such policy shall, inter alia, stipulate the following:
  - (i) A cut-off date within which the repayment of demand or call loan shall be demanded or called up;
  - (ii) The sanctioning authority shall, record specific reasons in writing at the time of sanctioning demand or call loan, if the cut-off date for demanding or calling up such loan is stipulated beyond a period of one year from the date of sanction;
  - (iii) The rate of interest which shall be payable on such loans;
  - (iv) Interest on such loans, as stipulated shall be payable either at monthly or quarterly rests;
  - (v) The sanctioning authority shall, record specific reasons in writing at the time of sanctioning demand or call loan, if no interest is stipulated or a moratorium is granted for any period;
  - (vi) A cut-off date, for review of performance of the loan, not exceeding six months commencing from the date of sanction;
  - (vii) Such demand or call loans shall not be renewed unless the periodical review has shown satisfactory compliance with the terms of sanction.

#### **12. Asset classification**

The asset classification norms as given below shall apply to every applicable NBFC (except NBFC-MFIs):

- (1) Every NBFC shall, after taking into account the degree of well-defined credit weaknesses and extent of dependence on collateral security for realisation, classify its lease/hire purchase assets, loans and advances and any other forms of credit into the following classes, namely:
  - (i) Standard assets;
  - (ii) Sub-standard assets;

- (iii) Doubtful assets; and
- (iv) Loss assets.

(2) The class of assets referred to above shall not be upgraded merely as a result of rescheduling, unless it satisfies the conditions required for the upgradation.

(3) (i) Standard asset shall mean the asset in respect of which, no default in repayment of principal or payment of interest is perceived and which does not disclose any problem or carry more than normal risk attached to the business;

(ii) "sub-standard asset" shall mean:

(a) an asset which has been classified as non-performing asset for a period not exceeding 12 months.

(b) an asset where the terms of the agreement regarding interest and/ or principal have been renegotiated or rescheduled or restructured after commencement of operations, until the expiry of one year of satisfactory performance under the renegotiated or rescheduled or restructured terms:

**Provided** that the classification of infrastructure loan as a sub-standard asset shall be in accordance with the provisions of paragraph 25 of these Directions.

(iii) Doubtful asset shall mean:

- (a) a term loan, or
- (b) a lease asset, or
- (c) a hire purchase asset, or
- (d) any other asset,

which remains a sub-standard asset for a period exceeding 12 months.

(iv) loss asset shall mean:

(a) an asset which has been identified as loss asset by the applicable NBFC or its internal or external auditor or by the Bank during the inspection of the applicable NBFC, to the extent it is not written off by the applicable NBFC; and

(b) an asset which is adversely affected by a potential threat of non-recoverability due to either erosion in the value of security or non-availability of security or due to any fraudulent act or omission on the part of the borrower

(v) Non-Performing Asset (referred to in these Directions as “NPA”) shall mean:

(a) an asset, in respect of which, interest has remained overdue for a period of three months or more;

(b) a term loan inclusive of unpaid interest, when the instalment is overdue for a period of three months or more or on which interest amount remained overdue for a period of three months or more;

(c) a demand or call loan, which remained overdue for a period of three months or more from the date of demand or call or on which interest amount remained overdue for a period of three months or more;

(d) a bill which remains overdue for a period of three months or more;

(e) the interest in respect of a debt or the income on receivables under the head ‘other current assets’ in the nature of short term loans/ advances, which facility remained overdue for a period of three months or more;

(f) any dues on account of sale of assets or services rendered or reimbursement of expenses incurred, which remained overdue for a period of three months or more;

(g) the lease rental and hire purchase instalment, which has become overdue for a period of three months or more;

(h) in respect of loans, advances and other credit facilities (including bills purchased and discounted), the balance outstanding under the credit facilities (including accrued interest) made available to the same borrower/ beneficiary when any of the above credit facilities becomes non-performing asset:

**Provided** that in the case of lease and hire purchase transactions, an applicable NBFC shall classify each such account on the basis of its record of recovery.

### **13. Provisioning requirements**

The provisioning requirements as given below shall apply to every applicable NBFC (except NBFC-MFIs):

Every applicable NBFC shall, after taking into account the time lag between an account becoming non-performing, its recognition as such, the realisation of the security and the erosion over time in the value of security charged, make provision against sub-standard assets, doubtful assets and loss assets as provided hereunder:-

Loans, advances and other credit facilities including bills purchased and discounted-

(1) The provisioning requirement in respect of loans, advances and other credit facilities including bills purchased and discounted shall be as under:

(i) Loss Assets  
The entire asset shall be written off. If the assets are permitted to remain in the books for any reason, 100 per cent of the outstanding shall be provided for;

(ii) Doubtful Assets  
(a) 100 per cent provision to the extent to which the advance is not covered by the realisable value of the security to which the applicable NBFC has a valid recourse shall be made. The realisable value is to be estimated on a realistic basis;  
(b) In addition to item (a) above, depending upon the period for which the asset has remained doubtful, provision to the extent of 20 per cent to 50 per cent of the secured portion (i.e. Estimated realisable value of the outstanding) shall be made on the following basis:-

Period for which the asset has been considered as doubtful	Per cent of provision
Up to one year	20
One to three years	30
More than three years	50

(iii) Sub-standard assets  
A general provision of 10 per cent of total outstanding shall be made.

(2) Lease and hire purchase assets -The provisioning requirements in respect of hire purchase and leased assets shall be as under:

- (i) Hire purchase assets - In respect of hire purchase assets, the total dues (overdue and future instalments taken together) as reduced by
- (a) the finance charges not credited to the profit and loss account and carried forward as unmatured finance charges; and
  - (b) the depreciated value of the underlying asset shall be provided for.

Explanation: For the purpose of this paragraph,

- 1. the depreciated value of the asset shall be notionally computed as the original cost of the asset to be reduced by depreciation at the rate of twenty per cent per annum on a straight-line method; and
- 2. in the case of second hand asset, the original cost shall be the actual cost incurred for acquisition of such second-hand asset.

Additional provision for hire purchase and leased assets

(ii) In respect of hire purchase and leased assets, additional provision shall be made as under:

(a) Where hire charges or lease rentals are overdue upto 12 months	Nil
(b) Where hire charges or lease rentals are overdue for more than 12 months upto 24 months	10 per cent of the net book value
(c) Where hire charges or lease rentals are overdue for more than 24 months but upto 36 months	40 per cent of the net book value
(d) Where hire charges or lease rentals are overdue for more than 36 months but upto 48 months	70 per cent of the net book value
(e) Where hire charges or lease rentals are overdue for more than 48 months	100 per cent of the net book value

(iii) On expiry of a period of 12 months after the due date of the last instalment of hire purchase/ leased asset, the entire net book value shall be fully provided for.

Notes:

- 1. The amount of caution money/ margin money or security deposits kept by the borrower with the applicable NBFC in pursuance of the hire purchase agreement may be deducted against the provisions stipulated under clause

- (i) above, if not already taken into account while arriving at the equated monthly instalments under the agreement. The value of any other security available in pursuance to the hire purchase agreement shall be deducted only against the provisions stipulated under clause (ii) above.
2. The amount of security deposits kept by the borrower with the applicable NBFC in pursuance to the lease agreement together with the value of any other security available in pursuance to the lease agreement shall be deducted only against the provisions stipulated under clause (ii) above.
  3. It is clarified that income recognition on and provisioning against NPAs are two different aspects of prudential norms and provisions as per the norms are required to be made on NPAs on total outstanding balances including the depreciated book value of the leased asset under reference after adjusting the balance, if any, in the lease adjustment account. The fact that income on an NPA has not been recognised shall not be taken as reason for not making provision.
  4. An asset which has been renegotiated or rescheduled as referred to in paragraph 12(3)(ii)(b) of these Directions shall be a sub-standard asset or continue to remain in the same category in which it was prior to its renegotiation or re-schedulement as a doubtful asset or a loss asset as the case may be. Necessary provision shall be made as applicable to such asset till it is upgraded.
  5. The balance sheet to be prepared by the NBFC shall be in accordance with the provisions contained in sub-paragraph (2) of paragraph 17 of the Directions.
  6. All financial leases written on or after April 1, 2001 shall attract the provisioning requirements as applicable to hire purchase assets.

#### **14. Standard asset provisioning**

Every applicable NBFC shall make provisions for standard assets at 0.40 per cent by the end of March 2018 and thereafter, of the outstanding, which shall not be reckoned for arriving at net NPAs. The provision towards standard assets need not be netted from gross advances but shall be shown separately as 'Contingent Provisions against Standard Assets' in the balance sheet.



## 15A. Guidelines on Liquidity Risk Management Framework

Applicable non-deposit taking and all deposit taking NBFCs (irrespective of their asset size) shall adhere to the set of liquidity risk management guidelines as detailed in [Annex II](#) of these Directions. However, these guidelines will not apply to Type I NBFC-NDs<sup>6</sup>, Non-Operating Financial Holding Companies and Standalone Primary Dealers. It will be the responsibility of the Board of each NBFC to ensure that the guidelines are adhered to. The internal controls required to be put in place by NBFCs as per these guidelines shall be subject to supervisory review.

## 15B. Guidelines on Maintenance of Liquidity Coverage Ratio (LCR)

In addition, to the guidelines as detailed in para 15.A above, the following categories of NBFCs shall adhere to the guidelines on LCR including disclosure standards as provided in [Annex III](#):

(i) All non-deposit taking NBFCs with asset size of ₹10,000 crore and above, and all deposit taking NBFCs irrespective of their asset size, shall maintain a liquidity buffer in terms of LCR which will promote resilience of NBFCs to potential liquidity disruptions by ensuring that they have sufficient High Quality Liquid Asset (HQLA) to survive any acute liquidity stress scenario lasting for 30 days. The stock of HQLA to be maintained by the NBFCs shall be minimum of 100 per cent of total net cash outflows over the next 30 calendar days. The LCR requirement shall be binding on NBFCs from December 1, 2020 with the minimum HQLAs to be held being 50 per cent of the LCR, progressively reaching up to the required level of 100 per cent by December 1, 2024, as per the timeline given below:

From	December 1, 2020	December 1, 2021	December 1, 2022	December 1, 2023	December 1, 2024
Minimum LCR	50%	60%	70%	85%	100%

(ii) All non-deposit taking NBFCs with asset size of ₹5,000 crore and above but less than ₹10,000 crore shall also maintain the required level of LCR starting December 1, 2020, as per the timeline given below:

From	December 1, 2020	December 1, 2021	December 1, 2022	December 1, 2023	December 1, 2024
Minimum LCR	30%	50%	60%	85%	100%

<sup>6</sup> Type I NBFC-ND as defined in [RBI press release dated June 17, 2016](#).

(iii) Core Investment Companies, Type I NBFC-NDs, Non-Operating Financial Holding Companies and Standalone Primary Dealers are exempt from the applicability of LCR norms.

## **16. Multiple NBFCs**

Applicable NBFCs that are part of a corporate group or are floated by a common set of promoters shall not be viewed on a standalone basis. The total assets of the NBFCs in a group including deposit taking NBFCs, if any, shall be aggregated to determine if such consolidation falls within the asset sizes of the two categories i.e., those with asset size of below ₹500 crore and those with asset size of ₹500 crore and above. Regulations as applicable to the two categories shall be applicable to each of the non-deposit taking NBFC within the group. For this purpose, Statutory Auditors are required to certify the asset size of all the NBFCs in the Group. However, NBFC-D, within the group, if any, shall be governed under the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Direction, 2016 and Prudential Norms and other Directions as applicable to deposit taking NBFCs.

## **17. Disclosure in the balance sheet**

(1) Every applicable NBFC shall separately disclose in its balance sheet the provisions made as per these Directions without netting them from the income or against the value of assets.

(2) The provisions shall be distinctly indicated under separate heads of account as under:-

- (i) provisions for bad and doubtful debts; and
- (ii) provisions for depreciation in investments.

(3) Such provisions shall not be appropriated from the general provisions and loss reserves held, if any, by the applicable NBFC.

(4) Such provisions for each year shall be debited to the profit and loss account. The excess of provisions, if any, held under the heads general provisions and loss reserves shall be written back without making adjustment against them.

(5) In addition to the above every applicable NBFC shall disclose the following particulars in its Balance Sheet:

- (i) Capital to Risk Assets Ratio (CRAR);
- (ii) Exposure to real estate sector, both direct and indirect; and
- (iii) Maturity pattern of assets and liabilities.

## **18. Accounting year**

(1) Every applicable NBFC shall prepare its balance sheet and profit and loss account as on March 31 every year. Whenever an applicable NBFC intends to extend the date of its balance sheet as per provisions of the Companies Act, it shall take prior approval of the Bank before approaching the Registrar of Companies for this purpose.

(2) Even in cases where the Bank and the Registrar of Companies grant extension of time, the applicable NBFC shall furnish to the Bank a proforma balance sheet (unaudited) as on March 31 of the year and the statutory returns due on the said date. Every applicable NBFC shall finalise its balance sheet within a period of 3 months from the date to which it pertains.

## **18A. Declaration of dividend by applicable NBFCs**

Applicable NBFCs shall comply with the following guidelines to declare dividends from the profits of the financial year ending March 31, 2022 and onwards.

(1) The Board of Directors, while considering the proposals for dividend, shall take into account each of the following aspects:

- (a) Supervisory findings of the Reserve Bank on divergence in classification and provisioning for Non-Performing Assets (NPAs).
- (b) Qualifications in the Auditors Report to the financial statements.
- (c) Long term growth plans of the NBFC.

(2) Only NBFCs that meet the following minimum prudential requirements shall be eligible to declare dividend:

- (a) NBFCs shall have met the minimum capital requirements prescribed under para 6 of these Master Direction in each of the last three<sup>7</sup> financial years including the financial year for which the dividend is proposed.
- (b) The net NPA ratio shall be less than six per cent in each of the last three years, including as at the close of the financial year for which dividend is proposed to be declared.
- (c) NBFCs shall comply with the provisions of Section 45 IC of the Reserve Bank of India Act, 1934.
- (d) NBFCs shall be compliant with the prevailing regulations/ guidelines issued by the Reserve Bank. The Reserve Bank shall not have placed any explicit restrictions on declaration of dividend.
- (3) NBFCs that meet the eligibility criteria specified in paragraph (2) above can declare dividend upto a dividend payout ratio of 50 per cent. There will be no ceiling on dividend payout ratio for eligible NBFCs that do not accept public funds and have no customer interface.
- (4) An NBFC which does not meet the applicable capital ratio requirements and/ or the net NPA ratio requirement as above, for each of the last three financial years, shall be eligible to declare dividend, subject to a cap of 10 per cent on the dividend payout ratio, provided the NBFC complies with both the following conditions:
- (a) meets the applicable minimum capital requirement, as per these Master Directions, in the financial year for which it proposes to pay dividend, and
- (b) has net NPA of less than four per cent as at the close of the said financial year.
- (5) The Board shall ensure that the total dividend proposed for the financial year does not exceed the ceilings specified in these guidelines. The Reserve Bank shall not entertain any request for ad-hoc dispensation on declaration of dividend.
- (6) NBFCs declaring dividend shall report details of dividend declared during the financial year as per the format prescribed in [Annex III A](#). The report shall be furnished within a fortnight after declaration of dividend to the Regional Office of the Department of Supervision of the Reserve Bank.

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<sup>7</sup> Where an NBFC has been in existence for less than three financial years, it shall be since registration.

## **19. Schedule to the balance sheet**

Every applicable NBFC shall append to its balance sheet prescribed under the Companies Act, 2013, the particulars in the schedule as set out in [Annex IV](#).

## **20. Transactions in Government securities**

Every applicable NBFC shall undertake transactions in Government securities through its CSDL account or its demat account:

**Provided** that no applicable NBFC shall undertake any transaction in government security in physical form through any broker.

## **21. Loans against NBFCs own shares prohibited**

No applicable NBFC shall lend against its own shares.

## **22. Loans against security of shares**

Applicable NBFC lending against the collateral of listed shares shall,

- (i) maintain a Loan to Value (LTV) ratio of 50 per cent for loans granted against the collateral of shares. LTV ratio of 50 per cent shall be maintained at all times. Any shortfall in the maintenance of the 50 per cent LTV occurring on account of movement in the share prices shall be made good within 7 working days.
- (ii) in case where lending is being done for investment in capital markets, accept only Group 1 securities (specified in SMD/ Policy/ Cir - 9/2003 dated March 11, 2003 as amended from time to time, issued by SEBI) as collateral for loans of value more than ₹5 lakh, subject to review by the Bank.
- (iii) report on-line to stock exchanges on a quarterly basis, information on the shares pledged in their favour, by borrowers for availing loans in format as given in [Annex V](#).

## **23. Concentration of credit/ investment for applicable NBFC (except NBFC-MFIs with asset size of ₹500 crore and above)**

(1) No applicable NBFC shall,

- (i) lend to
  - (a) any single borrower exceeding fifteen per cent of its owned fund; and

- (b) any single group of borrowers exceeding twenty five per cent of its owned fund;
- (ii) invest in
  - (a) the shares of another company exceeding fifteen per cent of its owned fund; and
  - (b) the shares of a single group of companies exceeding twenty five per cent of its owned fund;
- (iii) lend and invest (loans/ investments taken together) exceeding
  - (a) twenty five per cent of its owned fund to a single party; and
  - (b) forty per cent of its owned fund to a single group of parties.

**Provided** that the ceiling on the investment in shares of another company shall not be applicable to an applicable NBFC in respect of investment in the equity capital of an insurance company up to the extent specifically permitted, in writing, by the Bank.

**Provided** further that an applicable NBFC may exceed the concentration of credit/ investment norms, by 5 per cent for any single party and by 10 per cent for a single group of parties, if the additional exposure is on account of infrastructure loan and/ or investment.

**Provided** further that nothing contained in this paragraph shall apply to

- (A) investments of applicable NBFCs in shares of
  - i. its subsidiaries;
  - ii. companies in the same group,

to the extent they have been reduced from Owned Funds for the calculation of NOF and

- (B) the book value of debentures, bonds, outstanding loans and advances (including hire-purchase and lease finance) made to, and deposits with,-

- i. subsidiaries of the applicable NBFC; and
- ii. companies in the same group,

to the extent they have been reduced from Owned Funds for the calculation of NOF.

**Provided** that Infrastructure Finance Companies may exceed the concentration of credit norms

(A) in lending to:

- i. any single borrower, by ten per cent of its owned fund; and
- ii. any single group of borrowers, by fifteen per cent of its owned fund;

(B) in lending to and investing in, (loans/ investments taken together)

- i. a single party, by five percent of its owned fund; and
- ii. a single group of parties, by ten percent of its owned fund.

**Provided** further that the concentration of credit/ investment norms shall not apply to any applicable NBFC not accessing public funds in India, either directly or indirectly and not issuing guarantees.

(2) Every applicable NBFC (other than NBFC-D) shall formulate a policy in respect of exposures to a single party / a single group of parties.

(3) An applicable NBFC which is held by an NOFHC shall not

- (i) have any exposure (credit and investments including investments in the equity/ debt capital instruments) to the Promoters/ Promoter Group entities or individuals associated with the Promoter Group or the NOFHC;
- (ii) make investment in the equity/ debt capital instruments in any of the financial entities under the NOFHC;
- (iii) invest in equity instruments of other NOFHCs.

Explanation: For the purposes of this paragraph, the expression, 'Promoter' and 'Promoter Group' shall have the meanings assigned to those expressions in the "Guidelines for Licensing of New Banks in the Private Sector" issued by the Bank – [Annex VI](#).

**Notes:**

1. For determining the limits, off-balance sheet exposures shall be converted into credit risk by applying the conversion factors as explained in paragraph 'Explanation II' of Chapter IV of these Directions.
2. The investments in debentures for the purposes specified in this paragraph shall be treated as credit and not investment.
3. These ceilings shall be applicable to the credit/ investment by an applicable NBFC to companies/firms in its own group as well as to the borrowers/ investee company's group.

4. a. In case of factoring on "with-recourse" basis, the exposure shall be reckoned on the assignor.
- b. In case of factoring on "without-recourse" basis, the exposure shall be reckoned on the debtor, irrespective of credit risk cover/ protection provided, except in cases of international factoring where the entire credit risk has been assumed by the import factor.

#### **24. Information with respect to change of address, directors, auditors, etc. to be submitted**

Every applicable NBFC shall communicate, not later than one month from the occurrence of any change in:

- (i) the complete postal address, telephone number/s and fax number/s of the registered/corporate office;
- (ii) the names and residential addresses of the directors of the company;
- (iii) the names and the official designations of its principal officers;
- (iv) the names and office address of the auditors of the company; and
- (v) the specimen signatures of the officers authorised to sign on behalf of the company

to the Regional Office of the Department of Supervision of the Bank under whose jurisdiction it is registered.

#### **25. Prudential Framework for Resolution of Stressed Assets**

Applicable NBFCs shall follow the instructions issued vide circular dated [DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019](#) on 'The Prudential Framework for Resolution of Stressed Assets'. For projects under implementation, the instructions in [Annex-VII](#) and circular [DoR. NBFC \(PD\).CC.No.110/03.10.001/2019-20 dated April 17, 2020](#) on 'Prudential Norms on Income Recognition, Asset Classification and Provisioning Pertaining to Advances - Projects under Implementation' shall be applicable.

#### **26. Deleted**

#### **27. Loans against security of single product - Gold Jewellery**

- (1) (a) All applicable NBFCs shall



(i) maintain a Loan-to-Value (LTV) Ratio not exceeding 75 per cent for loans granted against the collateral of gold jewellery;

**Provided** that the value of gold jewellery for the purpose of determining the maximum permissible loan amount shall be the intrinsic value of the gold content therein and no other cost elements shall be added thereto. The intrinsic value of the gold jewellery shall be arrived at as detailed in paragraph 3 below.

(ii) disclose in their balance sheet the percentage of such loans to their total assets.

(b) NBFCs shall not grant any advance against bullion / primary gold and gold coins. NBFCs shall not grant any advance for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Exchange Traded Funds (ETF) and units of gold mutual fund.

## (2) Verification of the Ownership of Gold

(a) Where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams, NBFCs shall keep a record of the verification of the ownership of the jewellery. The ownership verification need not necessarily be through original receipts for the jewellery pledged but a suitable document shall be prepared to explain how the ownership of the jewellery has been determined, particularly in each and every case where the gold jewellery pledged by a borrower at any one time or cumulatively on loan outstanding is more than 20 grams.

(b) NBFCs shall have an explicit policy in this regard as approved by the Board in their overall loan policy.

## (3) Standardization of Value of Gold accepted as collateral in arriving at LTV Ratio

The gold jewellery accepted as collateral by the Non-Banking Financial Company shall be valued by the following method:

(a) The gold jewellery accepted as collateral by the Non-Banking Financial Company shall be valued by taking into account the preceding 30 days' average of the closing price of 22 carat gold as per the rate as quoted by the Bombay Bullion Association Ltd. (BBA) or the historical spot gold price data publicly disseminated by a commodity exchange regulated by the Forward Markets Commission.

(b) If the purity of the gold is less than 22 carats, the NBFC shall translate the collateral into 22 carat and state the exact grams of the collateral. In other words, jewellery of lower purity of gold shall be valued proportionately.

(c) NBFC, while accepting gold as collateral, shall give a certificate to the borrower on their letterhead, of having assayed the gold and state the purity (in terms of carats) and the weight of the gold pledged.

(d) NBFCs may have suitable caveats to protect themselves against disputes during redemption, but the certified purity shall be applied both for determining the maximum permissible loan and the reserve price for auction.

#### (4) Auction

(a) The auction shall be conducted in the same town or taluka in which the branch that has extended the loan is located. NBFCs can however pool gold jewellery from different branches in a district and auction it at any location within the district, subject to meeting the following conditions:

(i) The first auction has failed.

(ii) The NBFC shall ensure that all other requirements of the extant directions regarding auction (prior notice, reserve price, arms-length relationship, disclosures, etc.) are met.

Non-adherence to the above conditions will attract strict enforcement action.

(b) While auctioning the gold the NBFC shall declare a reserve price for the pledged ornaments. The reserve price for the pledged ornaments shall not be less than 85 per cent of the previous 30-day average closing price of 22 carat gold as declared by the Bombay Bullion Association Ltd. (BBA) or the historical spot gold price data publicly disseminated by a commodity exchange regulated by the Forward Markets Commission and value of the jewellery of lower purity in terms of carats shall be proportionately reduced.

(c) It shall be mandatory on the part of the NBFCs to provide full details of the value fetched in the auction and the outstanding dues adjusted and any amount over and above the loan outstanding shall be payable to the borrower.

(d) NBFCs shall disclose in their annual reports the details of the auctions conducted during the financial year including the number of loan accounts, outstanding amounts, value fetched and whether any of its sister concerns participated in the auction.

(5) Safety and security measures to be followed by Non-Banking Financial Companies lending against collateral of gold jewellery

(a) Non-Banking Financial Companies, which are in the business of lending against collateral of gold jewellery, shall ensure that necessary infrastructure and facilities are put in place, including safe deposit vault and appropriate security measures for operating the vault, in each of its branches where gold jewellery is accepted as collateral. This is required to safeguard the gold jewellery accepted as collateral and to ensure convenience of borrowers.

(b) No new branch/es shall be opened without suitable arrangements for security and for storage of gold jewellery, including safe deposit vault.

(6) Opening Branches exceeding one thousand in number

Non-Banking Financial Company which are in the business of lending against collateral of gold jewellery shall obtain prior approval of the Bank to open branches exceeding 1000. However, NBFCs which already have more than 1000 branches shall approach the Bank for prior approval for any further branch expansion. Besides, no new branches shall be allowed to be opened without the facilities for storage of gold jewellery and minimum security facilities for the pledged gold jewellery.

## **Chapter - VI** **Fair Practices Code for applicable NBFC**

Applicable NBFCs having customer interface shall adopt the following guidelines:

### **28. Applications for loans and their processing**

(1) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.

(2) Loan application forms shall include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and

conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. The loan application form shall indicate the documents required to be submitted with the application form.

(3) Applicable NBFCs shall devise a system of giving acknowledgement for receipt of all loan applications. Preferably, the time frame within which loan applications will be disposed of shall also be indicated in the acknowledgement.

## **29. Loan appraisal and terms/ conditions**

Applicable NBFCs shall convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualised rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. As complaints received against NBFCs generally pertain to charging of high interest/ penal interest, applicable NBFCs shall mention the penal interest charged for late repayment in bold in the loan agreement.

Borrowers may not fully be aware of the terms and conditions of the loans including rate of interest at the time of sanction of loans, either because the NBFC does not provide details of the same or the borrower has no time to look into detailed agreement. Not furnishing a copy of the loan agreement or enclosures quoted in the loan agreement is an unfair practice and this could lead to disputes between the NBFC and the borrower with regard to the terms and conditions. Applicable NBFCs shall furnish a copy of the loan agreement as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans.

## **30. Disbursement of loans including changes in terms and conditions**

(1) Applicable NBFCs shall give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. Applicable NBFCs shall also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard must be incorporated in the loan agreement.

(2) Decision to recall/ accelerate payment or performance under the agreement shall be in consonance with the loan agreement.

(3) Applicable NBFCs shall release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim they may have against borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which applicable NBFCs are entitled to retain the securities till the relevant claim is settled/ paid.

### **31. General**

(1) Applicable NBFCs shall refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless information, not earlier disclosed by the borrower, has been noticed).

(2) In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e., objection of the applicable NBFC, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

(3) In the matter of recovery of loans, an applicable NBFC shall not resort to undue harassment viz., persistently bothering the borrowers at odd hours, use muscle power for recovery of loans etc. As complaints from customers also include rude behaviour from the staff of the companies, applicable NBFC shall ensure that the staff are adequately trained to deal with the customers in an appropriate manner.

(4) As a measure of customer protection and also in order to bring in uniformity with regard to prepayment of various loans by borrowers of banks and NBFCs, applicable NBFCs shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).

### **32. Responsibility of Board of Directors**

The Board of Directors of applicable NBFCs shall also lay down the appropriate grievance redressal mechanism within the organization. Such a mechanism shall ensure that all disputes arising out of the decisions of lending institutions'

functionaries are heard and disposed of at least at the next higher level. The Board of Directors shall also provide for periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

### **33. Grievance Redressal Officer**

At the operational level, all applicable NBFCs shall display the following information prominently, for the benefit of their customers, at their branches / places where business is transacted:

(1) the name and contact details (Telephone / Mobile nos. as also email address) of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company.

(2) If the complaint/ dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of Department of Supervision of RBI (with complete contact details), under whose jurisdiction the registered office of the applicable NBFC falls.

### **34. Ombudsman for NBFCs**

#### **(1) Reserve Bank – Integrated Ombudsman Scheme, 2021**

NBFCs covered under the [Reserve Bank – Integrated Ombudsman Scheme, 2021](#) shall appoint Principal Nodal Officer in accordance with directions provided under the said Scheme.

#### **(2) Appointment of Internal Ombudsman**

NBFCs fulfilling the criteria laid down under the circular on '[Appointment of Internal Ombudsman by Non-Banking Financial Companies' dated November 15, 2021](#) shall appoint the Internal Ombudsman and adhere to the corresponding guidelines.

### **35. Language and mode of communicating Fair Practice Code**

Fair Practices Code (which shall preferably be in the vernacular language or a language as understood by the borrower) based on the directions outlined hereinabove shall be put in place by all applicable NBFCs having customer interface

with the approval of their Boards. Applicable NBFCs will have the freedom of drafting the Fair Practices Code, enhancing the scope of the directions but in no way sacrificing the spirit underlying the above directions. The same shall be put up on their website, if any, for the information of various stakeholders.

### **36. Regulation of excessive interest charged by applicable NBFC**

(1) The Board of each applicable NBFC shall adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

(2) The rates of interest and the approach for gradation of risks shall also be made available on the website of the companies or published in the relevant newspapers. The information published in the website or otherwise published shall be updated whenever there is a change in the rates of interest.

(3) The rate of interest must be annualised rate so that the borrower is aware of the exact rates that would be charged to the account.

### **37. Complaints about excessive interest charged by Applicable NBFCs**

The Bank has been receiving several complaints regarding levying of excessive interest and charges on certain loans and advances by NBFC. Though interest rates are not regulated by the Bank, rates of interest beyond a certain level may be seen to be excessive and can neither be sustainable nor be conforming to normal financial practice. Boards of applicable NBFCs, therefore, shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges. In this regard the directions in the Fair Practices Code about transparency in respect of terms and conditions of the loans are to be kept in view.

### **38. Repossession of vehicles financed by applicable NBFCs**

(1) Applicable NBFCs must have a built-in re-possession clause in the contract/loan agreement with the borrower which must be legally enforceable. To ensure

transparency, the terms and conditions of the contract/loan agreement shall also contain provisions regarding:

- (i) notice period before taking possession;
- (ii) circumstances under which the notice period can be waived;
- (iii) the procedure for taking possession of the security;
- (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale/ auction of the property;
- (v) the procedure for giving repossession to the borrower; and
- (vi) the procedure for sale/ auction of the property.

(2) A copy of such terms and conditions must be made available to the borrower. Applicable NBFCs shall invariably furnish a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/ disbursement of loans, which forms a key component of such contracts/loan agreements.

### **39. Lending against collateral of gold jewellery**

While lending to individuals against gold jewellery, applicable NBFCs shall adopt the following in addition to the general directions as above.

(i) They shall put in place Board approved policy for lending against gold that shall *inter alia*, cover the following:

- (a) Adequate steps to ensure that the KYC guidelines stipulated by the Bank are complied with and to ensure that adequate due diligence is carried out on the customer before extending any loan,
- (b) Proper assaying procedure for the jewellery received,
- (c) Internal systems to satisfy ownership of the gold jewellery,
- (d) Adequate systems for storing the jewellery in safe custody, reviewing the systems on an on-going basis, training the concerned staff and periodic inspection by internal auditors to ensure that the procedures are strictly adhered to. Normally, such loans shall not be extended by branches that do not have appropriate facility for storage of the jewellery,
- (e) The jewellery accepted as collateral shall be appropriately insured,
- (f) Transparent auction procedure in case of non-repayment with adequate prior notice to the borrower. There shall be no conflict of interest and the auction



process must ensure that there is arm's length relationship in all transactions during the auction including with group companies and related entities,

- (g) The auction shall be announced to the public by issue of advertisements in at least two newspapers, one in vernacular and another in national daily newspaper,
- (h) As a policy, the applicable NBFCs themselves shall not participate in the auctions held,
- (i) Gold pledged shall be auctioned only through auctioneers approved by the Board,
- (j) The policy shall also cover systems and procedures to be put in place for dealing with fraud including separation of duties of mobilization, execution and approval.

(ii) The loan agreement shall also disclose details regarding auction procedure.

(iii) Other Instructions

- (a) NBFCs financing against the collateral of gold must insist on a copy of the PAN Card of the borrower for all transaction above ₹5 lakh.
- (b) Documentation across all branches must be standardized.
- (c) NBFCs shall not issue misleading advertisements like claiming the availability of loans in a matter of 2-3 minutes.

## **Chapter – VII**

### **Specific Directions applicable to NBFC-Factors and NBFC-ICCs registered under the Factoring Regulation Act, 2011<sup>8</sup>**

#### **40. Registration**

(1) Every company intending to undertake factoring business shall make an application to the Bank for grant of CoR as NBFC-Factor under the Factoring Regulation Act, 2011 and shall ensure compliance with Principal Business Criteria (PBC) as stipulated in Paragraph 42 of these directions.

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<sup>8</sup> Notification No. DOR.FIN.080/CGM(JPS) – 2022 dated January 14, 2022 (published in Official Gazette – Extraordinary – Part-III, Section 4 dated January 17, 2022)

(2) Any existing NBFC-ICC, intending to undertake factoring business, shall make an application to the Bank for grant of CoR under the Factoring Regulation Act, 2011, if it satisfies the following eligibility criteria:

- a. not accepting or holding public deposits;
- b. total assets of ₹1,000 crore and above, as per the last audited balance sheet;
- c. meeting the NOF requirement as prescribed in Paragraph 41 of these directions;
- d. regulatory compliance.

(3) Any existing NBFC-ICC, which does not satisfy the above conditions but intends to undertake factoring business, shall approach the Bank for conversion from NBFC-ICC to NBFC-Factor. Such NBFC-ICCs shall comply with the PBC as specified in Paragraph 42 of these directions.

(4) Application for such conversion shall be submitted with all supporting documents meant for new registration as NBFC-Factor, together with surrender of original CoR issued by the Bank to the NBFC-ICC under Section 45IA of the RBI Act, 1934.

(5) An entity not registered with the Bank under the Factoring Regulation Act, 2011 may conduct the business of factoring, if it is an entity mentioned in Section 5 of the Factoring Regulation Act, 2011, i.e. a bank or a body corporate established under an Act of Parliament or State Legislature, or a Government Company;

(6) NBFC-Factor or eligible NBFC-ICC which has been granted CoR by the Bank under the Factoring Regulation Act, 2011, shall commence factoring business within six months from the date of grant of CoR.

#### **41. Net Owned Fund**

Every company seeking registration as NBFC-Factor shall have a minimum Net Owned Fund (NOF) of ₹5 crore, or as specified by the Bank from time to time.

#### **42. Principal Business**

An NBFC-Factor shall ensure that its financial assets in the factoring business constitute at least fifty per cent of its total assets and its income derived from factoring business is not less than fifty per cent of its gross income.

### **43. Conduct of business and prudential regulations**

NBFC-Factors or eligible NBFC-ICCs which have been granted CoR under the Factoring Regulation Act, 2011 shall conduct the factoring business in accordance with the Factoring Regulation Act, 2011 and rules and regulations framed under it or the directions and guidelines issued by the Bank from time to time.

### **44. Asset Classification**

In addition to the prudential norms contained in Chapter V of these Directions, for an NBFC-Factor or an NBFC-ICC, a receivable acquired under factoring which is not paid within three months of due date as applicable, shall be treated as non-performing asset (NPA) irrespective of when the receivable was acquired by the factor or whether the factoring was carried out on "with recourse" basis or "without-recourse" basis. The entity on which the exposure was booked shall be shown as NPA and provisioning made accordingly.

### **45. Risk Management**

Proper and adequate control and reporting mechanisms shall be put in place before factoring business is undertaken by an NBFC-Factor or eligible NBFC-ICC which has been granted CoR under the Factoring Regulation Act, 2011.

- a. NBFCs shall carry out a thorough credit appraisal of the debtors before entering into any factoring arrangement or prior to establishing lines of credit with the export factor.
- b. Factoring services shall be extended in respect of invoices which represent genuine trade transactions.
- c. Since under "without recourse" factoring transactions, the NBFC is underwriting the credit risk on the debtor, there shall be a clearly laid down board-approved limit for all such underwriting commitments.
- d. NBFCs and banks shall share information about common borrowers. For the purpose of exchange of information, the assignor will be deemed to be the borrower. NBFCs shall ensure to intimate the limits sanctioned to the borrower to the concerned banks/ NBFCs and details of debts factored so as to avoid double financing.

#### **46. Export/ Import Factoring**

Foreign Exchange Department (FED) of the Bank gives authorization to Factors under FEMA, 1999. NBFC-Factors or NBFC-ICCs which have been granted CoR under the Factoring Regulation Act, 2011, intending to deal in foreign exchange through export/ import factoring, shall make an application to FED for necessary authorization under FEMA, 1999 to deal in foreign exchange and adhere to the terms and conditions prescribed by FED and all the relevant provisions of the FEMA or Rules, Regulations, Notifications, Directions or Orders made thereunder from time to time.

### **Chapter – VIII** **Specific Directions applicable to Infrastructure Debt Fund - Non-Banking Financial Companies (IDF-NBFCs)**

**47.** The IDF shall be set up either as a trust or as a company. A trust based IDF shall normally be a Mutual Fund (MF) while a company based IDF shall normally be a NBFC. IDF- NBFC shall raise resources through issue of either Rupee or Dollar denominated bonds of minimum 5 year maturity. With a view to facilitate better ALM, IDF-NBFCs can raise funds through shorter tenor bonds and commercial papers (CPs) from the domestic market to the extent of upto 10 per cent of their total outstanding borrowings. IDF-MF shall be regulated by SEBI while IDF-NBFC shall be regulated by the Bank.

#### **48. Eligibility Parameters**

##### **(1) NBFCs as Sponsors of IDF-MFs**

All NBFCs shall be eligible to sponsor (sponsorship as defined by SEBI Regulations for Mutual Funds) IDFs as Mutual Funds with prior approval of the Bank subject to the following conditions, in addition to those prescribed by SEBI:

- (i) The NBFC shall have a minimum Net Owned Funds (NOF) of ₹300 crore and Capital to Risk Weighted Assets (CRAR) of 15 per cent;
- (ii) Its net NPAs shall be less than 3 per cent of net advances;
- (iii) It shall have been in existence for at least 5 years;
- (iv) It shall be earning profits for the last three years and its performance shall be satisfactory;

- (v) The CRAR of the NBFC post investment in the IDF-MF shall not be less than the regulatory minimum prescribed for it;
- (vi) The NBFC shall continue to maintain the required level of NOF after accounting for investment in the proposed IDF-MF and
- (vii) There shall be no supervisory concerns with respect to the NBFC.

## (2) IFCs setting up IDF-NBFCs

Only NBFC-IFCs can sponsor IDF-NBFC with prior approval of the Bank and subject to the following conditions.

- (i) Sponsor IFCs shall be allowed to contribute a maximum of 49 percent to the equity of the IDF-NBFCs with a minimum equity holding of 30 percent of the equity of IDF-NBFCs;
- (ii) Post investment in the IDF-NBFC, the sponsor NBFC-IFC must maintain minimum CRAR and NOF prescribed for IFCs;
- (iii) There are no supervisory concerns with respect to the IFC.

## (3) Tripartite Agreement

IDF-NBFCs shall enter into Tripartite Agreements to which, the Concessionaire, the Project Authority and IDF-NBFC shall be parties. Tripartite Agreement binds all the parties thereto to the terms and conditions of the other Agreements referred to therein also and which collectively provide, inter alia, for the following:

- (i) take over a portion of the debt of the Concessionaire availed from Senior Lenders,
- (ii) a default by the Concessionaire, shall trigger the process for termination of the agreement between Project Authority and Concessionaire,
- (iii) the Project Authority shall redeem the bonds issued by the Concessionaire which have been purchased by IDF-NBFC, from out of the termination payment as per the Tripartite Agreement and other Agreements referred to therein (compulsory buyout),
- (iv) the fee payable by IDF-NBFC to the Project Authority as mutually agreed upon between the two.

(4) NBFC and IFCs that fulfil the eligibility criteria as above shall approach the Central Office of the Department of Regulation, Reserve Bank of India, for sponsoring IDFs as MFs and NBFCs, as applicable.

#### **49. Investment by NBFCs and IFCs in IDFs**

The exposure of sponsor NBFCs/ IFCs and non-sponsor NBFCs/ IFCs to the equity and debt of the IDFs shall be governed by the extant credit concentration norms as given under Chapter V of these Directions. As regards foreign exchange related aspects of the functioning of IDF-NBFCs, the guidelines issued by Foreign Exchange Department, of the Bank as amended from time to time shall be adhered to.

#### **50. Credit Rating**

IDF-NBFC shall have at the minimum, a credit rating grade of 'A' issued by any of the SEBI-registered Credit Rating Agencies.

#### **51. Capital Adequacy**

The IDF-NBFC shall have at the minimum CRAR of 15 per cent and Tier II Capital of IDF-NBFC shall not exceed Tier I.

#### **52. Investment by IDF-NBFCs**

IDF-NBFCs can invest in post COD infrastructure projects which have completed at least one year of satisfactory commercial operation that are:

- (i) PPP projects and are a party to a Tripartite Agreement with the Concessionaire and the Project Authority for ensuring a compulsory buyout with termination payment.
- (ii) non-PPP projects and PPP projects without a Project Authority, in sectors where there is no Project Authority.

#### **53. Credit Concentration Norms**

In addition to the provisions under Chapter V of these Directions, the following credit concentration norms shall be applicable to IDF-NBFCs

- (i) for PPP and post COD infrastructure projects which have completed at least one year of satisfactory commercial operation and the IDF-NBFC is a party to a Tripartite Agreement with the Concessionaire and the Project Authority for ensuring a compulsory buyout with termination payment, the following additional exposures shall be applicable:

- (a) The maximum exposure that an IDF-NBFC can take on individual projects shall be at 50 per cent of its total Capital Funds [Tier I plus Tier II as defined in Chapter II of these Directions].
  - (b) An additional exposure up to 10 per cent can be taken at the discretion of the Board of the IDF-NBFC.
  - (c) The Bank may, upon receipt of an application from an IDF-NBFC and on being satisfied that the financial position of the IDF-NBFC is satisfactory, permit additional exposure up to 15 per cent (over 60 per cent) subject to such conditions as it may deem fit to impose regarding additional prudential safeguards.
- (ii) Exposure in respect of other assets shall be governed by the directions as applicable to Infrastructure Finance Companies as given in paragraph 23 of these Directions.

## **Chapter – IX**

### **Specific directions applicable to Non-Banking Financial Company – Micro Finance Institutions (NBFC-MFIs) and Microfinance Loans of applicable NBFCs including NBFC-MFIs**

#### **54. Entry Point Norms**

All new companies desiring registration as NBFC-MFIs shall need a minimum NOF of ₹5 crore (except those in the North Eastern Region of the country which will require NOF of ₹2 crore till further notice, as hitherto) and shall comply, from the beginning, with all other criteria applicable to NBFC-MFIs.

#### **55. Prudential Norms**

##### **(i) Capital Adequacy**

NBFC-MFIs shall maintain a capital adequacy ratio consisting of Tier I and Tier II Capital which shall not be less than 15 per cent of its aggregate risk weighted assets. The total of Tier II Capital at any point of time, shall not exceed 100 per cent of Tier I Capital. The risk weights for on-balance sheet assets and the credit conversion factor for off-balance sheet items will be as provided in Chapter IV of these directions.

Note:

1. For loans guaranteed by Credit Risk Guarantee Fund Trust for Low Income Housing (CRGFTLIH), NBFC-MFIs shall assign zero risk weight for the guaranteed portion. The balance outstanding in excess of the guaranteed portion shall attract a risk-weight as detailed in Chapter IV of these directions.

## **(ii) Asset classification and provisioning norms**

All NBFC-MFIs shall adopt the following norms:

### **(a) Asset Classification Norms**

- i. Standard asset means the asset in respect of which, no default in repayment of principal or payment of interest is perceived and which does not disclose any problem nor carry more than normal risk attached to the business;
- ii. Non-performing asset means an asset for which, interest/principal payment has remained overdue for a period of 90 days or more.

### **(b) Provisioning Norms**

- i. For non-performing assets related to microfinance loans of NBFC-MFIs, provisioning norms shall be as below:  
The aggregate loan provision to be maintained by NBFC-MFIs at any point of time shall not be less than the higher of (a) 1 per cent of the outstanding loan portfolio or (b) 50 per cent of the aggregate loan instalments which are overdue for more than 90 days and less than 180 days and 100 per cent of the aggregate loan instalments which are overdue for 180 days or more.
- ii. If the advance covered by Credit Risk Guarantee Fund Trust for Low Income Housing (CRGFTLIH) guarantee becomes non-performing, no provision need be made towards the guaranteed portion. The amount outstanding in excess of the guaranteed portion shall be provided for as per provisioning norms as mentioned in paragraph 13 of these Directions.

**(iii)** All other provisions contained in Chapter V of these Directions, where not contradictory to the contents of this paragraph, shall be applicable to NBFC-MFIs.



(iv) An NBFC, which does not qualify as an NBFC-MFI shall extend microfinance loans to micro finance sector, which in aggregate does not exceed 25 per cent of its total assets.

**56. Deleted<sup>9</sup>**

**57. Deleted<sup>10</sup>**

**58. Deleted**

**59. Deleted<sup>11</sup>**

**60. Channelizing Agents for Schemes operated by Central/ State Government Agencies**

(i) NBFC-MFIs acting as Channelizing Agents for Schemes operated by Central/ State Government Agencies shall abide by the following guidelines:

(a) loans disbursed or managed by NBFC-MFIs in their capacity as channelizing agents for Central/ State Government Agencies shall be considered as a separate business segment. These loans shall not be included either in the numerator (microfinance loans) or the denominator (total assets) for the purpose of determining compliance with the minimum threshold of microfinance loans.

(ii) The NBFC-MFIs may act as channelising agents for distribution of loans under special schemes of Central/ State Government Agencies subject to following conditions:

(a) accounts and records for such loans as well as funds received/ receivable from concerned agencies shall be maintained in the books of NBFC-MFI distinct from other assets and liabilities, and depicted in the financials/ final accounts/balance sheet with requisite details and disclosures as a separate segment;

(b) such loans shall be subject to applicable asset classification, income recognition and provisioning norms as well as other prudential norms as

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<sup>9</sup> In view of instructions contained in [Master Direction – Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022 dated March 14, 2022](#)

<sup>10</sup> In view of instructions contained in [Master Direction – Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022 dated March 14, 2022](#)

<sup>11</sup> In view of instructions contained in [Master Direction – Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022 dated March 14, 2022](#)

applicable to NBFC-MFIs except in cases where the NBFC-MFI does not bear any credit risk;

- (c) all such loans shall be reported to credit information companies (CICs) to prevent multiple borrowings and present complete picture of indebtedness of a borrower.

## **61. Deleted**

## **62. Geographical Diversification**

NBFC-MFIs shall approach their Boards for fixing internal exposure limits to avoid any undesirable concentration in specific geographical locations.

## **63. Formation of SRO**

All NBFC-MFIs shall become member of at least one Self-Regulatory Organization (SRO) which is recognized by the Bank and shall also comply with the Code of Conduct prescribed by the SRO. Further, the SRO holding recognition from the Bank shall have to adhere to a set of functions and responsibilities as mentioned in [Annex XI](#). The same may be modified by the Bank from time to time to improve the efficiency of the sector.

## **64. Monitoring of Compliance**

The responsibility for compliance to all regulations prescribed for NBFC-MFIs lies primarily with the NBFC-MFIs themselves. The industry associations/SROs shall also play a key role in ensuring compliance with the regulatory framework. In addition, banks' lending to NBFC-MFIs shall also ensure that systems, practices and lending policies in NBFC-MFIs are aligned to the regulatory framework.

## **65. Deleted<sup>12</sup>**

### **65A. Directions for Microfinance Loans**

Applicable NBFCs shall be guided by the [Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022](#), as amended from time to time.

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<sup>12</sup> In view of instructions contained in [Master Direction – Reserve Bank of India \(Regulatory Framework for Microfinance Loans\) Directions, 2022 dated March 14, 2022](#)

**Section – III**  
**Governance Issues**

**Chapter - X**  
**Acquisition/ Transfer of Control of Applicable NBFCs**

**66.** An applicable NBFC, shall require prior written permission of the Bank for the following:

(a) any takeover or acquisition of control of the applicable NBFC, which may or may not result in change of management;

(b) any change in the shareholding of the applicable NBFCs, including progressive increases over time, which would result in acquisition/ transfer of shareholding of 26 per cent or more of the paid-up equity capital of the applicable NBFC.

Provided that, prior approval shall not be required in case of any shareholding going beyond 26 per cent due to buyback of shares/ reduction in capital where it has approval of a competent Court. The same shall be reported to the Bank not later than one month from its occurrence;

(c) any change in the management of the applicable NBFC which results in change in more than 30 per cent of the directors, excluding independent directors.

Provided that, prior approval shall not be required in case of directors who get re-elected on retirement by rotation.

**67.** Notwithstanding paragraph 66 applicable NBFCs shall continue to inform the Bank regarding any change in their directors/ management.

**68. Application for prior approval**

(1) Applicable NBFCs shall submit an application, in the company letter head, for obtaining prior approval of the Bank, along with the following documents:

(a) Information about the proposed directors/ shareholders as per the [Annex XII](#);

(b) Sources of funds of the proposed shareholders acquiring the shares in the applicable NBFC;

- (c) Declaration by the proposed directors/ shareholders that they are not associated with any unincorporated body that is accepting deposits;
- (d) Declaration by the proposed directors/ shareholders that they are not associated with any company, the application for Certificate of Registration (CoR) of which has been rejected by the Bank;
- (e) Declaration by the proposed directors/ shareholders that there is no criminal case, including for offence under section 138 of the Negotiable Instruments Act, against them; and
- (f) Bankers' Report on the proposed directors/ shareholders.

(2) Applications in this regard shall be submitted to the Regional Office of the Department of Supervision in whose jurisdiction the Registered Office of the applicable NBFC is located.

#### **69. Requirement of Prior Public Notice about change in control/ management**

(1) A public notice of at least 30 days shall be given before effecting the sale of, or transfer of the ownership by sale of shares, or transfer of control, whether with or without sale of shares. Such public notice shall be given by the applicable NBFC and also by the other party or jointly by the parties concerned, after obtaining the prior permission of the Bank.

(2) The public notice shall indicate the intention to sell or transfer ownership / control, the particulars of transferee and the reasons for such sale or transfer of ownership / control. The notice shall be published in at least one leading national and in one leading local (covering the place of registered office) vernacular newspaper.

#### **69A. Investment in applicable NBFCs from FATF non-compliant jurisdictions**

NBFCs shall ensure compliance to the instructions as specified in paragraph 5A of these directions.

## **Chapter - XI**

### **Corporate Governance**

#### **70. Constitution of Committees of the Board**

##### **(1) Audit Committee**

(i) All applicable NBFCs shall constitute an Audit Committee, consisting of not less than three members of its Board of Directors.

**Explanation I:** The Audit Committee constituted by an applicable NBFC as required under section 177 of the Companies Act, 2013 shall be the Audit Committee for the purposes of this paragraph.

**Explanation II:** The Audit Committee constituted under this paragraph shall have the same powers, functions and duties as laid down in section 177 of the Companies Act, 2013.

(ii) The Audit Committee must ensure that an Information System Audit of the internal systems and processes is conducted at least once in two years to assess operational risks faced by the applicable NBFCs.

##### **(2) Nomination Committee**

All applicable NBFCs shall form a Nomination Committee to ensure 'fit and proper' status of proposed/ existing directors.

**Explanation I:** The Nomination Committee constituted under this paragraph shall have the same powers, functions and duties as laid down in section 178 of the Companies Act, 2013.

##### **(3) Risk Management Committee**

To manage the integrated risk, all applicable NBFCs shall form a Risk Management Committee, besides the Asset Liability Management Committee.

#### **71. Appointment of Chief Risk Officer**

(1) With the increasing role of NBFCs in direct credit intermediation, there is a need for NBFCs to augment risk management practices. While Boards of NBFCs should strive to follow best practices in risk management, NBFCs with asset size of more than ₹5000 crore in categories - Investment and Credit Companies, Infrastructure Finance Companies, Micro Finance Institutions, Factors and Infrastructure Debt

Funds shall appoint a CRO with clearly specified role and responsibilities. The CRO is required to function independently so as to ensure highest standards of risk management.

(2) The NBFCs shall strictly adhere to the following instructions in this regard:

(a) The CRO shall be a senior official in the hierarchy of an NBFC and shall possess adequate professional qualification/ experience in the area of risk management.

(b) The CRO shall be appointed for a fixed tenure with the approval of the Board. The CRO can be transferred/ removed from his post before completion of the tenure only with the approval of the Board and such premature transfer/ removal shall be reported to the Department of Supervision of the regional office of the Bank under whose jurisdiction the NBFC is registered. In case the NBFC is listed, any change in incumbency of the CRO shall also be reported to the stock exchanges.

(c) The Board shall put in place policies to safeguard the independence of the CRO. In this regard, the CRO shall have direct reporting lines to the MD & CEO/ Risk Management Committee (RMC) of the Board. In case the CRO reports to the MD & CEO, the RMC/ Board shall meet the CRO without the presence of the MD & CEO, at least on a quarterly basis. The CRO shall not have any reporting relationship with the business verticals of the NBFC and shall not be given any business targets. Further, there shall not be any 'dual hatting' i.e., the CRO shall not be given any other responsibility.

(d) The CRO shall be involved in the process of identification, measurement and mitigation of risks. All credit products (retail or wholesale) shall be vetted by the CRO from the angle of inherent and control risks. The CRO's role in deciding credit proposals shall be limited to being an advisor.

(e) In NBFCs that follow committee approach in credit sanction process for high value proposals, if the CRO is one of the decision makers in the credit sanction process, the CRO shall have voting power and all members who are part of the credit sanction process, shall individually and severally be liable for all the aspects, including risk perspective related to the credit proposal.

## **72. Fit and Proper Criteria**

(1) All applicable NBFCs shall

(i) ensure that a policy is put in place with the approval of the Board of Directors for ascertaining the fit and proper criteria of the directors at the time of appointment,

and on a continuing basis. The policy on the fit and proper criteria shall be on the lines of the Guidelines contained in [Annex XIII](#);

- (ii) obtain a declaration and undertaking from the directors giving additional information on the directors. The declaration and undertaking shall be on the lines of the format given in [Annex XIV](#);
- (iii) obtain a Deed of Covenant signed by the directors, which shall be in the format as given in [Annex XV](#);
- (iv) furnish to the Bank a quarterly statement on change of directors, and a certificate from the Managing Director of the applicable NBFC that fit and proper criteria in selection of the directors has been followed. The statement must reach the Regional Office of the Department of Supervision of the Bank where the company is registered, within 15 days of the close of the respective quarter. The statement submitted by applicable NBFC for the quarter ending March 31, shall be certified by the auditors.

Provided that the Bank, if it deems fit and in public interest, reserves the right to examine the fit and proper criteria of directors of any NBFC irrespective of the asset size of such NBFC.

### **73. Disclosure and transparency**

(1) All applicable NBFCs shall put up to the Board of Directors, at regular intervals, as may be prescribed by the Board in this regard, the following:

- (i) the progress made in putting in place a progressive risk management system and risk management policy and strategy followed by the applicable NBFC;
- (ii) conformity with corporate governance standards viz., in composition of various committees, their role and functions, periodicity of the meetings and compliance with coverage and review functions, etc.

(2) All applicable NBFCs shall also disclose the following in their Annual Financial Statements, with effect from March 31, 2015:

- (i) registration/ licence/ authorisation, by whatever name called, obtained from other financial sector regulators;
- (ii) ratings assigned by credit rating agencies and migration of ratings during the year;
- (iii) penalties, if any, levied by any regulator;
- (iv) information namely, area, country of operation and joint venture partners with regard to joint ventures and overseas subsidiaries and

- (v) Asset-Liability profile, extent of financing of parent company products, NPAs and movement of NPAs, details of all off-balance sheet exposures, structured products issued by them and other disclosures, as given in [Annex XVI](#).

#### **74. Rotation of partners of the Statutory Auditors Audit Firm**

All applicable NBFCs shall rotate the partner/s of the Chartered Accountant firm conducting the audit, every three years so that same partner shall not conduct audit of the company continuously for more than a period of three years. However, the partner so rotated shall be eligible for conducting the audit of the applicable NBFC after an interval of three years, if the applicable NBFC, so decides. The applicable NBFC shall incorporate appropriate terms in the letter of appointment of the firm of auditors and ensure its compliance.

Note: The provisions of this para may be read with the provisions contained in circular, [DoS.CO.ARG/SEC.01/08.91.001/2021-22 dated April 27, 2021](#) on 'Guidelines for Appointment of Statutory Central Auditors (SCAs)/ Statutory Auditors (SAs)', as amended from time to time.

#### **75. Framing of Internal Guidelines**

All applicable NBFCs shall frame their internal guidelines on corporate governance with the approval of the Board of Directors, enhancing the scope of the guidelines without sacrificing the spirit underlying the above guidelines and it shall be published on the company's website, if any, for the information of various stakeholders.

### **Section – IV**

#### **Miscellaneous Issues**

##### **Chapter - XII**

#### **Opening of Branch/ Subsidiary/ Joint Venture/ Representative Office or Undertaking Investment Abroad by NBFCs**

The Directions contained in this chapter are in addition to those prescribed by Foreign Exchange Department for overseas investment.

**76.** Prior approval of the Bank shall be obtained in cases of opening of branch/subsidiary/joint venture/representative office or undertaking investment abroad by applicable NBFCs. No applicable NBFC shall open subsidiaries/ joint



ventures/ representative office abroad or shall make investment in any foreign entities without obtaining prior approval in writing from the Bank. The application from the applicable NBFC seeking No Objection would be considered subject to general and specific conditions prescribed in these directions.

## **77. General conditions**

- (i) Investment in non-financial service sectors shall not be permitted;
- (ii) Direct investment in activities prohibited under FEMA or in sectoral funds shall not be permitted;
- (iii) Investments shall be permitted only in those entities having their core activity regulated by a financial sector regulator in the host jurisdiction;
- (iv) The aggregate overseas investment shall not exceed 100 per cent of the NoF. The overseas investment in a single entity, including its step-down subsidiaries, by way of equity or fund-based commitment shall not be more than 15 per cent of the applicable NBFCs owned funds;
- (v) Overseas investment shall not involve multi layered, cross jurisdictional structures and at most only a single intermediate holding entity shall be permitted;
- (vi) The CRAR of the applicable NBFCs post investment in subsidiary abroad shall be not less than the regulatory prescriptions;
- (vii) The applicable NBFC shall continue to maintain required level of NOF after accounting for investment in the proposed subsidiary/investment abroad as prescribed in the explanation to section 45-IA of the RBI Act, 1934;
- (viii) The level of Net Non-Performing Assets of the applicable NBFC shall not be more than 5 per cent of the net advances;
- (ix) The applicable NBFC shall be earning profit for the last three years and its performance in general shall be satisfactory during the period of its existence;
- (x) The applicable NBFC shall comply with the regulations issued under FEMA, 1999 from time to time;

(xi) Regulatory compliance and servicing of public deposits, if held by the applicable NBFC, shall be satisfactory;

(xii) The applicable NBFC shall comply with the KYC norms;

(xiii) SPVs set up abroad or acquisition abroad shall be treated as investment or subsidiary/joint venture abroad, depending upon percentage of investment in overseas entity;

(xiv) An annual certificate from statutory auditors shall be submitted by the applicable NBFC to the Regional Office of Department of Supervision where it is registered, certifying that it has fully complied with all the conditions stipulated under these directions for overseas investment;

(xv) If any adverse features come to the notice of the Bank, the permission granted shall be withdrawn. All approvals for investment abroad shall be subject to this condition.

## **78. Specific conditions**

### **(1) Opening of Branch**

As a general policy, applicable NBFCs shall not be allowed to open a branch abroad. However, applicable NBFCs which have already set up branch (es) abroad for undertaking financial business shall be allowed to continue to operate them subject to complying with the revised directions, as applicable.

### **(2) Opening of subsidiary abroad by applicable NBFCs**

In case of opening of a subsidiary abroad by the applicable NBFC, all the conditions as stipulated above shall be applicable. The NoC to be issued by the Bank is independent of the overseas regulators' approval process. In addition, the following stipulations are made, which shall be applicable to all applicable NBFCs:

(a) In case of opening of subsidiary abroad, the parent applicable NBFC shall not be permitted to extend implicit or explicit guarantee to or on behalf of such subsidiaries;

(b) No request for letter of comfort in favour of the subsidiary abroad from any institution in India shall be permitted;

- (c) It shall be ensured that applicable NBFCs liability in the proposed overseas entity is restricted to its either equity or fund based commitment to the subsidiary;
- (d) The subsidiary being established abroad shall not be a shell company i.e. "a company that is incorporated, but has no significant assets or operations." However, companies undertaking activities such as financial consultancy and advisory services with no significant assets shall not be considered as shell companies;
- (e) The subsidiary being established abroad by the applicable NBFC shall not be used as a vehicle for raising resources for creating assets in India for the Indian operations;
- (f) In order to ensure compliance of the provisions, the parent applicable NBFC shall obtain periodical reports/audit reports about the business undertaken by the subsidiary abroad and shall make them available to Reserve Bank and inspecting officials of the Bank;
- (g) If the subsidiary has not undertaken any activity or such reports are not forthcoming, the approvals given for setting up a subsidiary abroad shall be reviewed/ recalled;
- (h) The permission granted to any applicable NBFC for setting up of overseas subsidiary shall be subject to condition that the subsidiary shall make disclosure in its Balance Sheet to the effect that liability of the parent entity in the proposed overseas entity shall be limited to its either equity or fund-based commitment to the subsidiary;
- (i) All the operations of the subsidiary abroad shall be subject to regulatory prescriptions of the host country.

### **(3) Joint Ventures abroad**

Investments abroad, other than in subsidiaries shall also be governed by same guidelines as those applicable to subsidiaries.

### **(4) Opening of representative offices abroad**

- (i) The representative office can be set up abroad for the purpose of liaison work, undertaking market study and research but not undertaking any activity which involves outlay of funds, provided it is subject to regulation by a regulator in the host

country. As it is not envisaged that such office would be carrying on any activity other than liaison work, no line of credit shall be extended.

(ii) The parent NBFC shall obtain periodical reports about the business undertaken by the representative office abroad. If the representative office has not undertaken any activity or such reports are not forthcoming, the approvals given for the purpose shall be reviewed/ recalled.

## **Chapter - XIII**

### **Miscellaneous Instructions**

#### **79. Expansion of activities of applicable NBFC through automatic route**

Applicable NBFC with Foreign Direct Investment (FDI) under the automatic route shall be permitted to undertake only those activities which are permissible under the automatic route. Diversification into any other activity shall require the prior approval of FIPB. A company which has entered into an area permitted under the FDI policy (such as software) and seeks to diversify into NBFC sector subsequently would also have to ensure compliance with the minimum capitalization norms and other regulations as applicable.

#### **80. Enhancement of applicable NBFCs capital raising option for capital adequacy purposes**

Taking into consideration, the need for enhanced funds for increasing business and meeting regulatory requirements, applicable NBFCs (other than Deposit taking NBFCs) are permitted to augment their capital funds by issue of Perpetual Debt Instruments (PDI) in accordance with the guidelines contained in the [Annex XVII](#). Such PDI shall be eligible for inclusion as Tier I Capital to the extent of 15 per cent of total Tier I capital as on March 31 of the previous accounting year.

#### **81. Ratings of applicable NBFCs**

All applicable NBFCs shall furnish information about downgrading / upgrading of assigned rating of any financial product issued by them, within fifteen days of such a change in rating, to the Regional Office of the Bank under whose jurisdiction their registered office is functioning.

## **82. Ready Forward Contracts in Corporate Debt Securities**

Non-deposit taking applicable NBFCs with asset size of ₹500 crore and above are eligible to participate in repo transactions in corporate debt securities. They shall comply with Repurchase Transactions (Repo) (Reserve Bank) Directions, 2018 as amended from time to time.

### **(a) Capital Adequacy**

Risk weights for credit risk for assets that are the collateral for such transactions as well as risk weights for the counterparty credit risk shall be as applicable to the issuer/ counterparty under Chapter IV of these directions.

### **(b) Classification of balances in the accounts**

Classification of balances in the various accounts viz. repo account, reverse repo account etc. shall be done in the relevant schedules similar to that of banks.

In all other matters related to such repo transactions, non-deposit taking applicable NBFCs with asset size of ₹500 crore and above, shall follow the Directions and accounting guidelines issued by Internal Debt Management Department, of the Bank.

## **83. Participation in Currency Options**

Non-deposit taking applicable NBFCs with asset size of ₹500 crore and above, are allowed to participate in the designated currency options exchanges recognized by SEBI, as clients, subject to the Bank's (Foreign Exchange Department) guidelines in the matter, only for the purpose of hedging their underlying forex exposures. Disclosures shall be made in the balance sheet regarding transactions undertaken, in accordance with the guidelines issued by SEBI.

## **84. Applicability of Know Your Customer (KYC) Direction, 2016**

All applicable NBFCs having customer interface shall follow the Know Your Customer (KYC) Direction, 2016, issued by the Department of Regulation as amended from time to time.

## **85. Non- Reckoning of Fixed Deposits with banks as Financial Assets**

Investments in fixed deposits shall not be treated as financial assets and receipt of interest income on fixed deposits with banks shall not be treated as income from

financial assets as these are not covered under the activities mentioned in the definition of “financial Institution” in section 45-I(c) of the RBI Act, 1934. Besides, bank deposits constitute near money and can be used only for temporary parking of idle funds, and/ or in cases where the funds are parked in fixed deposits initially to fulfil the requirement of registration as NBFC i.e. NOF of ₹200 lakh, till commencement of NBFi business.

#### **86. Operative instructions relating to relaxation/ modification in Ready Forward Contracts, Settlement of Government Securities Transactions and Sale of securities allotted in Primary Issues**

All applicable NBFCs shall follow the guidelines on transactions in Government Securities as given in the [circular IDMD.PDRS.05/10.02.01/2003-04 dated March 29, 2004](#) and [IDMD.PDRS.4777 & 4783/10.02.01/2004-05, both dated May 11, 2005](#) and [Repurchase Transactions \(Repo\) \(Reserve Bank\) Directions, 2018, dated July 24, 2018](#), as amended from time to time.

#### **87. Reporting Platform for Corporate Bond Transactions**

With effect from April 01, 2014, all applicable NBFCs should report their secondary market OTC trades in corporate bonds within 15 minutes of the trade on any of the stock exchanges (NSE, BSE and MCX-SX). The provisions of the [circular dated IDMD.PCD.10/14.03.06/2013-14 dated February 24, 2014](#), as amended from time to time, shall be adhered to in this regard.

#### **88. Unsolicited Commercial Communications - National Do Not Call Registry**

Applicable NBFCs shall

- (i) not engage Telemarketers (DSAs/ DMAs) who do not have any valid registration certificate from DoT, Government of India, as telemarketers; applicable NBFCs shall engage only those telemarketers who are registered in terms of the guidelines issued by TRAI, from time to time, for all their promotional/telemarketing activities.
- (ii) furnish the list of Telemarketers (DSAs/DMAs) engaged by them along with the registered telephone numbers being used by them for making telemarketing calls to TRAI; and
- (iii) ensure that all agents presently engaged by them register themselves with DoT as telemarketers.

## **89. Investment through Alternative Investment Funds - Calculation of NOF of an applicable NBFC**

While arriving at the NOF, investment made by an applicable NBFC in entities of the same group concerns shall be treated alike, whether the investment is made directly or through an Alternative Investment Fund (AIF)/ Venture Capital Fund (VCF), and when the funds in the VCF have come from the applicable NBFC to the extent of 50 per cent or more; or where the beneficial owner, in the case of Trusts is the applicable NBFC, if 50 per cent of the funds in the Trusts are from the concerned applicable NBFC. For this purpose, "beneficial ownership" shall mean holding the power to make or influence decisions in the Trust and being the recipient of benefits arising out of the activities of the Trust. In arriving at the NOF, the substance would take precedence over form.

## **90. Treatment of deferred tax assets (DTA) and deferred tax liabilities (DTL) for computation of capital**

(1) As creation of DTA or DTL shall give rise to certain issues impacting the balance sheet of the company, the regulatory treatment to be given to these issues shall be as under:

- (i) The balance in DTL account shall not be eligible for inclusion in Tier I or Tier II capital for capital adequacy purpose as it is not an eligible item of capital.
- (ii) DTA shall be treated as an intangible asset and shall be deducted from Tier I Capital.

(2) In this connection

- (i) DTL created by debit to opening balance of Revenue Reserves or to Profit and Loss Account for the current year shall be included under 'others' of "Other Liabilities and Provisions."
- (ii) DTA created by credit to opening balance of Revenue Reserves or to Profit and Loss account for the current year shall be included under item 'others' of "Other Assets."
- (iii) Intangible assets and losses in the current period and those brought forward from previous periods shall be deducted from Tier I capital.

(3) DTA computed as under shall be deducted from Tier I capital:

- (i) DTA associated with accumulated losses; and
- (ii) The DTA (excluding DTA associated with accumulated losses) net of DTL. Where the DTL is in excess of the DTA (excluding DTA associated with accumulated losses), the excess shall neither be adjusted against item (i) nor added to Tier I capital.

## **91. Introduction of Interest Rate Futures**

(1) Applicable NBFCs can participate in the designated interest rate futures (IRF) exchanges recognized by SEBI, as clients, subject to adherence to instructions contained in [Rupee Interest Rate Derivatives \(Reserve Bank\) Directions, 2019 dated June 26, 2019](#), as amended from time to time, for the purpose of hedging their underlying exposures. Applicable NBFCs participating in IRF exchanges shall submit the data in this regard half yearly, in the prescribed format, to the Regional Office of the Department of Supervision in whose jurisdiction their company is registered, within a period of one month from the close of the half year.

(2) All non-deposit taking applicable NBFCs with asset size of ₹1000 crore and above may also participate in the interest rate futures market permitted on recognized stock exchanges as trading members, subject to adherence to instructions contained in [Rupee Interest Rate Derivatives \(Reserve Bank\) Directions, 2019 dated June 26, 2019](#), as amended from time to time.

## **92. Finance for Housing Projects - Incorporating clause in the terms and conditions to disclose in pamphlets / brochures / advertisements, information regarding mortgage of property to the applicable NBFC**

While granting finance to housing/ development projects, applicable NBFC shall also stipulate as a part of the terms and conditions that:

- (i) the builder/ developer/ owner/ company shall disclose in the Pamphlets/ Brochures/ advertisements etc., the name(s) of the entity to which the property is mortgaged.
- (ii) the builder/ developer/ owner/ company shall indicate in the pamphlets/ brochures, that they would provide No Objection Certificate (NOC)/ permission of the mortgagee entity for sale of flats/ property, if required.



Applicable NBFCs shall ensure compliance with the above stipulations and funds shall not be released unless the builder/ developer/ owner/ company fulfil the above requirements.

### **93. Loan facilities to the physically/ visually challenged by applicable NBFCs**

Applicable NBFCs shall not discriminate in extending products and facilities including loan facilities to physically/ visually challenged applicants on grounds of disability. All branches of applicable NBFCs shall render all possible assistance to such persons for availing of the various business facilities. Applicable NBFCs shall include a suitable module containing the rights of persons with disabilities guaranteed to them by the law and international conventions, in all the training programmes conducted for their employees at all levels. Further, applicable NBFCs shall ensure redressal of grievances of persons with disabilities under the Grievance Redressal Mechanism already set up by them.

### **94. Participation in Currency Futures**

Applicable NBFCs shall participate in the designated currency futures exchanges recognized by SEBI as clients, subject to Bank's (Foreign Exchange Department) guidelines in the matter, only for the purpose of hedging their underlying forex exposures. Disclosures shall be made in the balance sheet relating to transactions undertaken in the currency futures market, in accordance with the guidelines issued by SEBI.

### **95. Entry into insurance business**

(1) For entry into insurance business applicable NBFCs shall make an application along with necessary particulars duly certified by their statutory auditors to the Regional Office of Department of Supervision under whose jurisdiction the registered office of the applicable NBFCs is situated.

(2) Applicable NBFCs shall take up insurance agency business on fee basis and without risk participation, without the approval of the Bank subject to the certain eligibility conditions.

(3) The Detailed Guidelines are as provided for in [Annex XVIII](#).

## **96. Issue of Credit Card**

Applicable NBFCs registered with the Bank shall not undertake credit card business without prior approval of the Bank. Any company including a non-deposit taking company intending to engage in this activity requires a Certificate of Registration, apart from specific permission to enter into this business, the pre-requisite for which is a minimum net owned fund of ₹100 crore and subject to such terms and conditions as the Bank may specify in this behalf from time to time. Applicable NBFCs shall not issue debit cards, smart cards, stored value cards, charge cards, etc. Applicable NBFCs shall comply with the instructions issued by Bank to commercial banks vide [DBOD.FSD.BC.49/24.01.011/2005-06 dated November 21, 2005](#) and as amended from time to time.

## **97. Issue of Co-branded Credit Cards**

Applicable NBFCs registered with the Bank are allowed selectively to issue co-branded credit cards with scheduled commercial banks, without risk sharing, with prior approval of the Bank, for an initial period of two years and a review thereafter. Applicable NBFCs fulfilling the minimum eligibility requirements and adhering to certain stipulations are eligible to apply. The eligibility requirements are as stipulated in [Annex XIX](#).

## **98. Distribution of Mutual Fund (MF) products**

Applicable NBFCs registered with the Bank shall distribute mutual fund products subject to compliance with the SEBI guidelines/ regulations, including its code of conduct, for distribution of mutual fund products. The detailed guidelines are as provided in [Annex XX](#).

## **99. Applicable NBFCs not to be partners in partnership firms**

(1) No applicable NBFC shall contribute to the capital of a partnership firm or become a partner of such firm.

(2) In this connection

- a) Partnership firms shall also include Limited Liability Partnerships (LLPs);
- b) The aforesaid prohibition shall also be applicable in respect of Association of persons, these being similar in nature to partnership firms.

Applicable NBFCs which had already contributed to the capital of a partnership firm/ LLP/ Association of persons or are a partner of a partnership firm/ LLP or member of an Association of persons shall seek early retirement from the partnership firm/ LLP/ Association of persons.

#### **100. Submission of data to Credit Information Companies (CICs) - Format of data to be submitted by Credit Institutions**

(1) All applicable NBFCs (other than those which are purely into investment activities without any customer interface) shall become member of **all CICs** and submit data (including historical data) to them.

(2) In terms of sub-sections (1) and (2) of section 17 of the Credit Information Companies (Regulation) Act, 2005, a credit information company may require its members to furnish credit information as it may deem necessary in accordance with the provisions of the Credit Information Companies (Regulation) Act, 2005 and every such credit institution has to provide the required information to that credit information company. In terms of Regulation 10(a)(ii) of the Credit Information Companies Regulations, 2006, every credit institution shall:

- (a) keep the credit information maintained by it, updated regularly on a monthly basis or at such shorter intervals as mutually agreed upon between the credit institution and the credit information company; and
- (b) take all such steps which may be necessary to ensure that the credit information furnished by it, is update, accurate and complete.

#### **101. Data Format for Furnishing of Credit Information to Credit Information Companies and other Regulatory Measures**

All applicable NBFCs shall comply with the instructions contained in the Bank's [circular DBOD.No.CID.BC.127/20.16.056/2013-14 dated June 27, 2014](#) and as amended from time to time; laying down instructions regarding the following:

- (i) Creating Awareness about Credit Information Report (CIR);
- (ii) Usage of CIR in all Lending Decisions and Account Opening;
- (iii) Populating Commercial Data Records in Databases of all CICs;
- (iv) Standardisation of Data Format;
- (v) Constitution of a Technical Working Group;
- (vi) Process of Rectification of Rejected Data;
- (vii) Determining Data Quality Index;

(viii) Calibration of Credit Score and Standardising Format of CIR;

(ix) Best practices for Banks/ FIs.

(2) Applicable NBFCs shall comply with the provisions contained in the [circular DoR.FIN.REC.59/20.16.056/2021-22 dated October 14, 2021](#) on 'Data Format for Furnishing of Credit Information to Credit Information Companies'.

Applicable NBFCs shall comply with the directive issued under CICRA Sec 11(1) by the Bank vide DBR.No.CID.BC.59/20.16.056/2014-15 dated January 15, 2015.

### **102. Implementation of Green Initiative of the Government**

All Applicable NBFCs shall take proactive steps for increasing the use of electronic payment systems, elimination of post-dated cheques and gradual phase-out of cheques in their day-to-day business transactions which would result in more cost-effective transactions and faster and accurate settlements.

### **103. Attempt to defraud using fake bank guarantee: Modus Operandi**

Instances of fraud have been brought to the notice of the RBI wherein Bank Guarantees (BGs) purportedly issued by a couple of bank branches in favour of different entities were presented for confirmation by other commercial banks / individuals representing some beneficiary firms. The BGs were submitted along with Confirmation Advice/ Advice of Acceptance. One of the beneficiaries was the reporting banks customer. The remaining beneficiaries and applicants were neither the customers of the bank nor were they known to the bank branch officials.

A scrutiny of the said BG revealed that these bank guarantees were fake and the signatures of the bank officials appearing on the BG were forged. The bank branches purported to have issued the BGs also confirmed that they had not issued the same. Even the format of the BGs and their serial numbers did not match with that of the bank.

Applicable NBFCs shall take notice of the above facts in order to exercise due caution while handling such cases.

### **104. Credit Default Swaps – Applicable NBFCs as Users**

(1) Applicable NBFCs shall only participate in CDS market as users. As users, they shall buy credit protection only to hedge their credit risk on corporate bonds they hold. They shall not sell protection and hence shall not enter into short positions in

the CDS contracts. They shall exit their bought CDS positions by unwinding them with the original counterparty or by assigning them in favour of buyer of the underlying bond.

(2) Apart from complying with all the provisions above, applicable NBFCs shall, as users, also ensure that the guidelines enclosed including operational requirements for CDS as provided in [Annex XXI](#), are fulfilled by them.

#### **105. Securitisation of Standard Assets and Transfer of Loan Exposures**

Applicable NBFCs shall ensure compliance with the instructions contained in [Master Direction – Reserve Bank of India \(Securitisation of Standard Assets\) Directions, 2021](#) and [Master Direction – Reserve Bank of India \(Transfer of Loan Exposures\) Directions, 2021](#), both dated September 24, 2021.

#### **106. Deleted**

#### **107. Raising Money through Private Placement by applicable NBFCs- Debentures etc.**

Applicable NBFCs shall follow the guidelines on private placement of Non-Convertible Debentures (NCDs) given in [Annex XXIII](#). The provisions of Companies Act, 2013 and Rules framed thereunder shall be applicable wherever not contradictory.

#### **108. Filing of records of mortgages with the Central Registry**

Applicable NBFCs shall file and register the records of equitable mortgages created in their favour on or after March 31, 2011 with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) and shall also register the records with the Central Registry as and when equitable mortgages are created in their favour. Applicable NBFCs shall register all types of mortgages with CERSAI.

#### **109. Non-co-operative borrowers**

(1) All Notified NBFCs shall identify "non-co-operative borrowers". A "non-co-operative borrower" is defined as one who does not provide necessary information required by a lender to assess its financial health even after two reminders; or denies access to securities etc. as per terms of sanction or does not comply with other

terms of loan agreements within stipulated period; or is hostile/ indifferent/ in denial mode to negotiate with the NBFC on repayment issues; or plays for time by giving false impression that some solution is on horizon; or resorts to vexatious tactics such as litigation to thwart timely resolution of the interest of the lender/s. The borrowers shall be given 30 days' notice to clarify their stand before their names are reported as non-cooperative borrowers.

(2) With a view to discouraging borrowers/ defaulters from being unreasonable and non-cooperative with lenders in their bonafide resolution/ recovery efforts, NBFCs shall classify such borrowers as non-co-operative borrowers, after giving them due notice, if satisfactory clarifications are not furnished. Notified NBFCs shall be required to report classification of such borrowers to CRILC. Further, NBFCs shall be required to make higher/ accelerated provisioning in respect of new loans/ exposures to such borrowers as also new loans/ exposures to any other company promoted by such promoters/ directors or to a company on whose board any of the promoter/ directors of this non-cooperative borrower is a director. The provisioning applicable in such cases shall be at the rate of 5 per cent, if it is a standard account and accelerated provisioning, if it is an NPA. This is a prudential measure since the expected losses on exposures to such non-cooperative borrowers are likely to be higher.

#### **110. Rounding off transactions to the Nearest Rupee by applicable NBFCs**

All transactions of applicable NBFCs, including payment of interest on deposits/ charging of interest on advances, shall be rounded off to the nearest rupee, i.e. fractions of 50 paise and above shall be rounded off to the next higher rupee and fractions of less than 50 paise shall be ignored. It shall be ensured that cheques/ drafts issued by clients containing fractions of a rupee shall not be rejected by them.

#### **111. Appointment of Non-Deposit Accepting applicable NBFCs as sub-agents under Money Transfer Service Schemes (MTSS)**

Non-deposit accepting applicable NBFCs may act as sub-agents under MTSS without any prior approval of the Bank. Deposit accepting NBFCs shall not undertake such activity.

### **112. Provision of Safe Deposit Locker Facility by applicable NBFCs**

Providing safe deposit locker facility is a fee-based service and shall not be reckoned as part of the financial business carried out by applicable NBFCs. Applicable NBFCs offering safe deposit locker facility or intending to offer it, shall disclose to their customers that the activity is not regulated by the Bank.

### **113. Point of Presence (PoP) Services under Pension Fund Regulatory and Development Authority for National Pension System (NPS)**

Applicable NBFCs with asset size of ₹500 crore and above which comply with the prescribed CRAR and made net profit in the preceding financial year be permitted to undertake PoP services under PFRDA for NPS after registration with PFRDA. Eligible NBFCs extending such services shall ensure that the NPS subscription collected by them from the public is deposited on the day of collection itself (T+0 basis; where T is the date of receipt of clear funds, either by cash or any other mode) with the Trustee Bank. The deposits shall be made in the Trustee Bank account opened for this purpose under the regulations framed by PFRDA for NPS. NBFCs conducting PoP services shall strictly adhere to the guidelines framed by PFRDA. Any violation of the instructions above would invite supervisory action, including but not limited to cancellation of permission to undertake PoP services.

### **114. Criteria for deciding NBFC-ND-SI status**

(1) Once an NBFC reaches an asset size of ₹500 crore or above, it shall be subject to the regulatory requirements as per these Directions, despite not having such assets as on the date of last balance sheet. All such non-deposit taking NBFCs shall comply with the regulations/directions issued to NBFC-ND-SI from time to time, as and when they attain an asset size of ₹500 crore, irrespective of the date on which such size is attained.

(2) In a dynamic environment, the asset size of a company can fall below ₹500 crore in a given month, which may be due to temporary fluctuations and not due to actual downsizing. In such a case the company shall continue to meet the reporting requirements and shall comply with the extant directions as applicable to NBFC-ND-SI, till the submission of its next audited balance sheet to the Bank and a specific dispensation from the Bank in this regard.

#### **115. Need for public notice before Closure of the Branch/ Office by applicable NBFC**

Applicable NBFCs shall give at least three months public notice prior to the date of closure of any of its branches/ offices in, at least, one leading national newspaper and a leading local (covering the place of branch/ office) vernacular newspaper indicating therein the purpose and arrangements being made to service the depositors, etc.

#### **116. Migration of Post-dated cheques (PDC)/ Equated Monthly Instalment (EMI) Cheques to Electronic Clearing Service (Debit)**

Considering the protection available under section 25 of the Payment and Settlement Systems Act, 2007 which accords the same rights and remedies to the payee (beneficiary) against dishonour of electronic funds transfer instructions on grounds of insufficiency of funds as are available under section 138 of the Negotiable Instruments Act, 1881, there shall be no need for applicable NBFCs to take additional cheques, if any, from customers in addition to ECS (Debit) mandates. Cheques complying with CTS-2010 standard formats alone shall be obtained in locations, where the facility of ECS/RECS is not available.

#### **117. Deleted**

#### **118. Guidelines for Relief Measures by NBFCs in areas affected by Natural Calamities**

The Bank has issued guidelines to banks in regard to matters relating to relief measures to be provided in areas affected by natural calamities vide [Master Direction – Reserve Bank of India \(Relief Measures by Banks in Areas affected by Natural Calamities\) Directions 2018 – SCBs dated October 17, 2018](#). These guidelines shall be mutatis mutandis, applicable, to NBFCs, in areas affected by natural calamities as identified for implementation of suitable relief measures by the institutional framework viz., District Consultative Committee/ State Level Bankers' Committee.



### **119. Disbursal of loan amount in cash**

Every NBFC shall ensure compliance with the requirements under sections 269SS and 269T of the Income Tax Act, 1961, as amended from time to time.

### **120. Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs.**

NBFCs shall conduct a self-assessment of their existing outsourcing arrangements and bring these in line with the directions as provided at [Annex XXV](#).

### **120A. Loans Sourced by NBFCs over Digital Lending Platforms: Adherence to Fair Practices Code and Outsourcing Guidelines**

(1) Many digital platforms have emerged in the financial sector claiming to offer hassle free loans to retail individuals, small traders, and other borrowers. NBFCs are also seen to be engaging digital platforms to provide loans to their customers. In addition, some NBFCs have been registered with Reserve Bank as 'digital-only' lending entities while some NBFCs are registered to work both on digital and brick-mortar channels of credit delivery. Thus, NBFCs are observed to lend either directly through their own digital platforms or through a digital lending platform under an outsourcing arrangement. Such digital platforms, on several occasions tend to portray themselves as lenders without disclosing the name of the NBFC at the backend, as a consequence of which, customers are not able to access grievance redressal avenues available under the regulatory framework. Of late, there are several complaints against the lending platforms which primarily relate to exorbitant interest rates, non-transparent methods to calculate interest, harsh recovery measures, unauthorised use of personal data and bad behaviour.

(2) Although digital delivery in credit intermediation is a welcome development, concerns emanate from non-transparency of transactions and violation of extant guidelines on outsourcing of financial services and Fair Practices Code, etc. issued to NBFCs. It is, therefore, reiterated that NBFCs, irrespective of whether they lend through their own digital lending platform or through an outsourced lending platform, must adhere to the Fair Practices Code guidelines in letter and spirit. They must also meticulously follow regulatory instructions on outsourcing of financial services and IT services.

(3) It must be noted that outsourcing of any activity by NBFCs does not diminish their obligations, as the onus of compliance with regulatory instructions rests solely with them. Wherever NBFCs engage digital lending platforms as their agents to source borrowers and/ or to recover dues, they must follow the following instructions:

(a) Names of digital lending platforms engaged as agents shall be disclosed on the website of NBFCs.

(b) Digital lending platforms engaged as agents shall be directed to disclose upfront to the customer, the name of the NBFC on whose behalf they are interacting with him.

(c) Immediately after sanction but before execution of the loan agreement, the sanction letter shall be issued to the borrower on the letter head of the NBFC concerned.

d) A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement shall be furnished to all borrowers at the time of sanction/ disbursement of loans.

e) Effective oversight and monitoring shall be ensured over the digital lending platforms engaged by the NBFCs.

f) Adequate efforts shall be made towards creation of awareness about the grievance redressal mechanism.

(4) Any violation in this regard by NBFCs (including NBFCs registered to operate on 'digital-only' or on digital and brick-mortar channels of delivery of credit) will be viewed seriously.

## **121. Licensing as Authorised Dealer- Category II**

(1) In order to increase the accessibility and efficiency of forex services extended to the members of the public for their day-to-day non-trade current account transactions, Systemically Important Non-Deposit taking Investment and Credit Companies shall be eligible for Authorized Dealer- Category II (AD- Cat II) licence, subject to meeting the following conditions:

i. NBFCs offering such services shall have a 'minimum investment grade rating'.

ii. NBFCs offering such services shall put in place a board approved policy on  
(a) managing the risks, including currency risk, if any, arising out of such

activities and (b) handling customer grievances arising out of such activities. A monitoring mechanism, at least at monthly intervals, shall be put in place for such services.

(2) The eligible NBFCs desirous of undertaking AD-Cat II activities shall approach the Reserve Bank of India, Foreign Exchange Department, Central Office, Mumbai for the AD-Cat II licence.

## **122. Technical Specifications for all participants of the Account Aggregator ecosystem**

The NBFC-Account Aggregator (AA) consolidates financial information, as defined in para 3(1)(ix) of [Master Direction- Non-Banking Financial Company - Account Aggregator \(Reserve Bank\) Directions, 2016](#), of a customer held with different financial entities, spread across financial sector regulators adopting different IT systems and interfaces. In order to ensure that such movement of data is secured, duly authorised, smooth and seamless, it has been decided to put in place a set of core technical specifications for the participants of the AA ecosystem. Reserve Bank Information Technology Private Limited (ReBIT), has framed these specifications and published the same on its website ([www.rebit.org.in](http://www.rebit.org.in)).

Applicable NBFCs acting either as Financial Information Providers (FIP)<sup>13</sup> or Financial Information Users (FIU) are expected to adopt the technical specifications published by ReBIT, as updated from time to time.

## **Chapter - XIV Reporting Requirements**

**123.** The reporting requirements as prescribed by Department of Supervision shall be adhered to by all applicable NBFCs.

## **Chapter – XV Interpretations**

**124.** For the purpose of giving effect to the provisions of these Directions, the Bank may, if it considers necessary, issue necessary clarifications in respect of any matter covered herein and the interpretation of any provision of these Directions given by

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<sup>13</sup> The definitions of FIP and FIU are as per the [Master Direction- Non-Banking Financial Company - Account Aggregator \(Reserve Bank\) Directions, 2016](#), as amended from time to time.

the Bank shall be final and binding on all the parties concerned. Violation of these directions shall invite penal action under the provisions of Act. Further, these provisions shall be in addition to, and not in derogation of the provisions of any other laws, rules, regulations or directions, for the time being in force.

## Chapter - XVI Repeal Provisions

**125.** With the issue of the directions, the instructions / guidelines contained in the following circulars issued by the Bank stand repealed (list as provided below). All approvals / acknowledgements given under these circulars shall be deemed as given under these directions. Notwithstanding such repeal, any action taken/purported to have been taken or initiated under the instructions/guidelines having repealed shall continue to be guided by the provisions of said instructions/guidelines.

Sr. No.	Circular No.	Date	Subject
1	<a href="#">Notification No. DNBS.128/CGM(VSNM)-98</a>	December 18, 1998	NBFC Prudential Norms (Reserve Bank) Directions, 1998
2	<a href="#">DNBS.(PD).CC.No.11/02.01/99-2000</a>	November 15, 1999	Amendments to NBFC Regulations
3	Notification No. DNBS.135/CGM(VSNM)-2000	January 13, 2000	NBFC Prudential Norms (Reserve Bank) Directions, 1998
4	Notification DNBS.142/CGM(VSNM)-2000	June 30, 2000	NBFC Prudential Norms (Reserve Bank) Directions, 1998
5	<a href="#">DNBS(PD).CC.No.15/02.01/2000-2001</a>	June 27, 2001	Asset Liability Management (ALM) System for NBFCs - Guidelines
6	<a href="#">DNBS.(PD).CC.No.16/02.01/2000-01</a>	June 27, 2001	Amendments to NBFC Regulations
7	<a href="#">DNBS (PD) C.C. No.35/10.24/2003-04</a>	February 10, 2004	Entry of NBFCs into Insurance Business
8	<a href="#">DNBS (PD) CC No. 38 /02.02/2003-04</a>	June 11, 2004	Transactions in Government Securities
9	<a href="#">DNBS (PD) C.C. No.41/10.27/2004-05</a>	July 7, 2004	Issue of credit card
10	<a href="#">DNBS (PD) CC No.49 /02.02/2004-05</a>	June 9, 2005	Operative instructions relating to relaxation/modification in Ready Forward Contracts, Settlement of Government Securities Transactions and Sale of securities allotted in Primary Issues
11	<a href="#">DNBS.(PD).C.C.No.63/02.02/2005-06</a>	January 24, 2006	Prior Public Notice About Change in Control / Management
12	<a href="#">DNBS (PD) CC No.80/03.10.042/2005-06</a>	September 28, 2006	Guidelines on Fair Practices Code for Non-Banking Financial Companies

<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
13	<a href="#">DNBS (PD) CC No.82/03.02.02/2006-07</a>	October 27, 2006	Prior Public Notice about change in control / management
14	<a href="#">DNBS (PD) CC No. 83/03.10.27/2006-07</a>	December 04, 2006	Issue of Co-branded Credit Cards
15	<a href="#">DNBS (PD) CC No. 84/03.10.27/2006-07</a>	December 04, 2006	Distribution of Mutual Fund products by NBFCs
16	<a href="#">DNBS.PD/CC. No.86/03.02.089/2006-07</a>	December 12, 2006	Financial Regulation of Systemically Important NBFCs and Banks' Relationship with them – for NBFCs'
17	<a href="#">DNBS.PD/CC.No. 89/03.05.002/2006-07</a>	February 22, 2007	Prudential Norms Directions – Deposit taking and Non-deposit taking Non-Banking Financial Companies (NBFCs)
18	<a href="#">DNBS.PD/CC.No.95/03.05.002/2006-07</a>	May 24, 2007	Complaints about excessive interest charged by NBFCs
19	<a href="#">DNBS.PD/C.C.No.96/03.10.001/2007-08</a>	July 31, 2007	NBFCs - FIMMDA Reporting Platform for Corporate Bond Transactions
20	<a href="#">DNBS.PD/CC.104/03.10.042/2007-08</a>	July 11, 2007	Guidelines on Corporate Governance
21	<a href="#">DNBS.PD/CC.No.107/03.10.042/2007-08</a>	October 10, 2007	Guidelines on Fair Practices Code for Non-Banking Financial Companies
22	<a href="#">DNBS.PD/C.C No.109/03.10.001/2007-08</a>	November 26, 2007	Unsolicited Commercial Communications - National Do Not Call Registry
23	<a href="#">DNBS (PD) C.C.No. 124/03.05.002/2008-09</a>	July 31, 2008	Accounting for taxes on income- Accounting Standard 22- Treatment of deferred tax assets (DTA) and deferred tax liabilities (DTL) for computation of capital
24	<a href="#">DNBS (PD).CC. No.125/03.05.002/2008-2009</a>	August 1, 2008	Guidelines for NBFC-ND-SI as regards capital adequacy, liquidity and disclosure norms
25	<a href="#">DNBS.PD.CC No.128 /03.02.059/2008-09</a>	September 15, 2008	Reclassification of NBFCs
26	<a href="#">DNBS (PD). CC.131/03.05.002/2008-09</a>	October 29, 2008	Enhancement of NBFCs' capital raising option for capital adequacy purposes
27	<a href="#">DNBS (PD) C.C.No.133/03.10.001/2008-09</a>	January 2, 2009	Regulation of excessive interest charged by NBFCs
28	<a href="#">DNBS (PD) CC. No.134/03.10.001/2008-2009</a>	February 04, 2009	Ratings of NBFCs
29	<a href="#">DNBS (PD) CC.No.139/03.10.001/2008-09</a>	April 24, 2009	Clarification regarding repossession of vehicles financed by NBFCs
30	<a href="#">DNBS (PD) CC. No.141/03.10.001/2008-09</a>	June 04, 2009	Applicability of NBFCs-ND-SI regulations
31	<a href="#">DNBS.PD/CC.No.142/03.05.002/2008-09</a>	June 09, 2009	NBFCs - Treatment of Deferred Tax Assets/Deferred Tax Liabilities for Computation of Capital

<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
32	<a href="#">DNBS.PD.CC.No.161/3.10.01/2009-10</a>	September 18, 2009	Introduction of Interest Rate Futures-NBFCs
33	<a href="#">DNBS.PD/CC.No.165/03.05.002/2009-10</a>	December 01, 2009	Capital Adequacy - Risk weightage on Lending through Collateralized Borrowing and Lending Obligation (CBLO)
34	<a href="#">DNBS.PD.CC No.168/03.02.089/2009-10</a>	February 12, 2010	Infrastructure Finance Companies
35	<a href="#">DNBS (PD).CC.No.173/03.10.01/2009-10</a>	May 03, 2010	Overseas Investment by NBFCs- No Objection (NoC) from DNBS, RBI
36	<a href="#">DNBS (PD) C.C No. 174/03.10.001/2009-10</a>	May 06, 2010	Finance for Housing Projects – Incorporating clause in the terms and conditions to disclose in pamphlets/brochures/advertisements, information regarding mortgage of property to the NBFC
37	<a href="#">DNBS.CC.PD.No. 191/03.10.01/2010-11</a>	July 27, 2010	Loan facilities to the physically / visually challenged by NBFCs
38	<a href="#">DNBS (PD) CC No. 195/03.10.001/2010-11</a>	August 09, 2010	Participation in Currency Futures
39	<a href="#">DNBS.PD/CC.No.196/03.05.002/2010-11</a>	August 11, 2010	Ready Forward Contracts in Corporate Debt Securities
40	<a href="#">DNBS (PD) CC No.199/03.10.001/2010-11</a>	September 16, 2010	Participation in Currency Options
41	<a href="#">DNBS.(PD).CC.No. 200/03.10.001/2010-11</a>	September 17, 2010	Submission of data to Credit Information Companies Format of data to be submitted by Credit Institutions
42	<a href="#">Notification No.DNBS.(PD).219/CG M(US)-2011</a>	January 5, 2011	Non-Banking Financial (Non-Deposit Accepting or Holding) Companies Prudential Norms (Reserve Bank) Directions, 2007
43	<a href="#">DNBS.CC.PD.No.208/03.10.01/2010-11</a>	January 27, 2011	Services to Persons with Disability - Training Programme for Employees
44	<a href="#">DNBS (PD) CC.No.213/03.10.001/2010-2011</a>	March 16, 2011	Amendment to Definition of Infrastructure Loan
45	<a href="#">DNBS.PD/CC.NO. 214/03.02.002/2010-11</a>	March 30, 2011	NBFCs not to be Partners in Partnership firms
46	<a href="#">DNBS.PD.CC.No.221/03.02.002/2010-11</a>	May 27, 2011	Review of Guidelines on entry of NBFCs into Insurance Business
47	<a href="#">DNBS (PD) CC.No. 222/03.10.001/2010-11</a>	June 14, 2011	Opening of Branch/Subsidiary/Joint Venture/Representative Office or Undertaking Investment Abroad by NBFCs
48	<a href="#">DNBS(PD).CC.No.245/03.10.42/2011-12</a>	September 27, 2011	Attempt to defraud using fake bank guarantee-modus operandi

<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
49	<a href="#">DNBS(PD).CC.No 248/03.10.01/2011-12</a>	October 28, 2011	Implementation of Green Initiative of the Government
50	<a href="#">DNBS.PD.CC.No.249/03.02.089/2011-12</a>	November 21, 2011	NBFCs - Infrastructure Debt Funds
51	<a href="#">DNBS.CC.PD.No. 250/03.10.01/2011-12</a>	December 02, 2011	Introduction of New Category of NBFCs - 'Non Banking Financial Company-Micro Finance Institutions' (NBFC-MFIs) - Directions
52	<a href="#">DNBS.CC.PD.No.252/03.10.01/2011-12</a>	December 26, 2011	Revised Capital Adequacy Framework for Off-Balance Sheet Items for NBFCs
53	<a href="#">DNBS.CC.PD.No.253/03.10.01/2011-12</a>	December 26, 2011	Credit Default Swaps – NBFCs as Users
54	<a href="#">DNBS.CC.PD.No.254/03.10.01/2011-12</a>	December 30, 2011	Revised Capital Adequacy Framework for Off-Balance Sheet Items for NBFCs-Clarification
55	<a href="#">DNBS.CC.PD.No.255/03.10.01/2011-12</a>	December 30, 2011	Issuance of Non-Convertible Debentures (NCDs)
56	<a href="#">DNBS (PD)CC.No.259 /03.02.59/2011-12</a>	March 15, 2012	Non- Reckoning Fixed Deposits with Banks as Financial Assets
57	<a href="#">DNBS.PD/CC.No.263/03.10.038 /2011-12</a>	March 20, 2012	Non Banking Financial Company-Micro Finance Institutions (NBFC-MFIs) - Provisioning Norms- Extension of time
58	<a href="#">DNBS.CC.PD.No.265/03.10.01/2011-12</a>	March 21, 2012	NBFCs - Lending Against Security of Single Product – Gold Jewellery
59	<a href="#">DNBS.CC.PD.No.266/03.10.01/2011-12</a>	March 26, 2012	Guidelines on Fair Practices Code for NBFCs
60	<a href="#">DNBS.PD.CC.No.273/03.10.01/2011-12</a>	May 11, 2012	Prudential Norms Directions, 2007 - Infrastructure Finance Companies - Eligible Credit Rating Agencies - Brickwork Ratings India Pvt. Ltd. (Brickwork)
61	<a href="#">DNBS.PD.CC.No.276/03.02.089/2011-12</a>	May 30, 2012	Uniformity in Risk weight for Assets Covering PPP and Post COD Projects
62	<a href="#">DNBS(PD)CC.No.297/Factor/22.10.91/2012-13</a>	July 23, 2012	The Non-Banking Financial Company – Factors (Reserve Bank) Directions, 2012
63	<a href="#">Notification No.DNBS(PD).248/CGM(US)-2012</a>	August 1, 2012	Revised Capital Adequacy Framework for Off-Balance sheet items for NBFCs - Clarifications
64	<a href="#">Notification No.DNBS(PD).249/CGM(US)-2012</a>	August 1, 2012	Revised Capital Adequacy Framework for Off-Balance sheet items for NBFCs - Clarifications
65	<a href="#">DNBS (PD) CC.No.300/03.10.038/2012-13</a>	August 03, 2012	Non Banking Financial Company-Micro Finance Institutions (NBFC-MFIs) – Directions – Modifications
66	<a href="#">DNBS.PD.No. 301/3.10.01/2012-13</a>	August 21, 2012	Revisions to the Guidelines on Securitisation Transactions
67	<a href="#">DNBS (PD) CC.No.303/Factor/22.10.91/2012-13</a>	September 14, 2012	The Non-Banking Financial Company – Factors (Reserve Bank) Directions, 2012



<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
68	<a href="#">DNBS.PD/CC.NO.308/03.10.001/2012-13</a>	November 6, 2012	Standardisation and Enhancement of Security Features in Cheque Forms - Migrating to CTS 2010 Standards
69	<a href="#">DNBS(Inf.).CC.No 309/24.01.022/2012-13</a>	November 08, 2012	Readiness of major service providers to migrate from IPv4 to IPv6
70	<a href="#">DNBS.PD.CC.No. 317/03.10.001/2012-13</a>	December 28, 2012	Definition of 'Infrastructure Loan' of NBFCs - Harmonisation
71	<a href="#">DNBS.CC.PD.No.320/03.10.01/2012-13</a>	February 18, 2013	Guidelines on Fair Practices Code for NBFCs – Grievance Redressal Mechanism - Nodal Officer
72	<a href="#">DNBS.CC.PD.No.326/03.10.01/2012-13</a>	May 27, 2013	NBFCs finance for Purchase of Gold
73	<a href="#">DNBS.(PD).CC.No.327/03.10.038/2012-13</a>	May 31, 2013	'Non Banking Financial Company-Micro Finance Institutions' (NBFC-MFIs) – Directions – Modifications in Pricing of Credit - Margin cap
74	<a href="#">DNBS.PD/CC.No. 328/03.02.002/2012-13</a>	June 11, 2013	NBFCs not to be Partners in Partnership Firms - Clarifications
75	<a href="#">DNBS (PD) CC No. 353/ 03.10.042/2013-14</a>	July 26, 2013	Unsolicited Commercial Communication-National Do Not Call Registry
76	<a href="#">DNBS.PD.CC.No.354/03.10.001/2013-14</a>	August 2, 2013	Financing of Infrastructure - Definition of 'Infrastructure Lending'
77	<a href="#">DNBS.CC.PD.No.356/03.10.01/2013-14</a>	September 16, 2013	Lending Against Security of Single Product – Gold Jewellery
78	<a href="#">DNBS.PD/CC.No 359/03.10.001/2013-14</a>	November 06, 2013	Migration of Post-dated cheques (PDC)/Equated Monthly Installment (EMI) Cheques to Electronic Clearing Service (Debit)
79	<a href="#">DNBS.(PD).CC.No 360/03.10.001/2013-14</a>	November 12, 2013	Filing of records of equitable mortgages with the Central Registry
80	<a href="#">DNBS.PD.CC.No 361/03.02.002/2013-14</a>	November 28, 2013	Participation of NBFCs in Insurance sector
81	<a href="#">DNBS.PD.CC.No. 362/03.10.001/2013-14</a>	November 29, 2013	Financing of Infrastructure - Definition of 'Infrastructure Lending'
82	<a href="#">DNBS.PD.363/03.10.38/2013-14</a>	January 1, 2014	Advances guaranteed by Credit Risk Guarantee Fund Trust for Low Income Housing (CRGFTLIH) – Risk Weights and Provisioning
83	<a href="#">DNBS.CC.PD.No. 365/03.10.01/2013-14</a>	January 08, 2014	Lending Against Security of Single Product – Gold Jewellery
84	<a href="#">DNBS.CO.PD.No. 367/03.10.01/2013-14</a>	January 23, 2014	Review of Guidelines on Restructuring of Advances by NBFCs
85	<a href="#">DNBS (PD) CC.No.369/03.10.038/2012-13</a>	February 07, 2014	'Non-Banking Financial Company-Micro Finance Institutions' (NBFC-MFIs) – Directions – Modifications in “Pricing of Credit”



<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
86	<a href="#">DNBS (PD) CC.No.371/03.05.02/2013-14</a>	March 21, 2014	Early Recognition of Financial Distress, Prompt Steps for Resolution and Fair Recovery for Lenders: Framework for Revitalising Distressed Assets in the Economy
87	<a href="#">DNBS.PD.No. 372/3.10.01/2013-14</a>	March 24, 2014	Revision to the Guidelines on Securitisation Transactions - Reset of Credit Enhancement
88	<a href="#">DNBS (PD) CC.No.373/03.10.01/2013-14</a>	April 7, 2014	Investment through Alternative Investment Funds – Clarification on Calculation of NOF of an NBFC
89	<a href="#">DNBS (PD).CC.No. 374/03.10.001/2013-14</a>	April 07, 2014	Registration of Non-Operative Financial Holding Companies (NOFHCs)
90	<a href="#">DNBS (PD) CC.No.376/03.10.001/2013-14</a>	May 26, 2014	Requirement for obtaining prior approval of RBI in cases of acquisition/ transfer of control of NBFCs
91	<a href="#">DNBS.CC.PD.No.377/03.10.01/2013-14</a>	May 27, 2014	Rounding off transactions to the Nearest Rupee by NBFCs
92	<a href="#">DNBS(PD).CC.No.399/03.10.42/2014-15</a>	July 14, 2014	Levy of foreclosure charges/pre-payment penalty on Floating Rate Loans
93	<a href="#">DNBS.CC.PD.No. 405/03.10.01/2014-15</a>	August 12, 2014	Appointment of Non-Deposit Accepting NBFCs with asset size of ` 100 crore and above as sub - agents under Money Transfer Service Schemes (MTSS)
94	<a href="#">DNBS.CC.PD.No.406/03.10.01/2014-15</a>	August 12, 2014	Interest Rate Futures - NBFCs
95	<a href="#">DNBS (PD).CC.No 407/03.10.42 /2014-15</a>	August 20, 2014	Data Format for Furnishing of Credit Information to Credit Information Companies (CICs) and other Regulatory Measures
96	<a href="#">DNBS (PD).CC.No. 408/03.10.001/2014-15</a>	August 21, 2014	NBFCs- Lending against Shares
97	<a href="#">DNBR (PD) CC. No.002/03.10.001/2014-15</a>	November 10, 2014	Revised Regulatory Framework for NBFC
98	<a href="#">DNBR (PD) CC.No. 003/22.10.91/2014-15</a>	November 10, 2014	Review of the Non-Banking Financial Company – Factors (Reserve Bank) Directions, 2012
99	<a href="#">DNBR.CO.PD.No.011/03.10.01/2014-15</a>	January 16, 2015	Review of Guidelines on Restructuring of Advances by NBFCs
100	<a href="#">DNBR.(PD).CC.No.015 /03.10.001/2014-15</a>	January 28, 2015	Submission of Data to Credit Information Companies - Format of Data to be submitted by Credit Institutions
101	<a href="#">DNBR.(PD).CC.No.019 /03.10.001/2014-15</a>	February 06, 2015	Membership of Credit Information Companies (CICs)
102	<a href="#">DNBR (PD) CC No.021/03.10.001/2014-15</a>	February 20, 2015	Raising Money through Private Placement of Non-Convertible Debentures (NCDs) by NBFCs
103	<a href="#">DNBR.009/CGM(CDS) -2015</a>	March 27, 2015	Systemically Important Non-Banking Financial (Non-Deposit Accepting or Holding) Companies Prudential Norms

Sr. No.	Circular No.	Date	Subject
			(Reserve Bank) Directions, 2015
104	<a href="#">DNBR.011/CGM.(CDS)-2015</a>	March 27, 2015	Non-Banking Financial (Deposit Accepting or Holding) Companies Prudential Norms (Reserve Bank) Directions, 2007 (Amendment)
105	<a href="#">DNBR.012/CGM.(CDS)-2015</a>	March 27, 2015	Non-Banking Financial Company - Factor (Reserve Bank) Directions, 2012 (Amendment)
106	<a href="#">DNBR.CC.PD.No.027/03.10.01/2014-15</a>	April 08, 2015	Non-Banking Financial Company-Micro Finance Institutions (NBFC-MFIs) – Directions – Modifications - Annual household income of NBFC-MFI borrower, eligible to be defined as a qualifying asset, raised.
107	<a href="#">DNBR (PD).CC.No.028/03.10.001/2014-15</a>	April 10, 2015	NBFCs- Lending against Shares – Clarification
108	<a href="#">DNBR (PD) CC.No.029/ 03.10.001/2014-15</a>	April 10, 2015	Guidelines on Corporate Governance - Review
109	<a href="#">DNBR.(PD).CC.No.033/03.10.001/2014-15</a>	April 30, 2015	Distribution of Mutual Fund products by NBFCs
110	<a href="#">DNBR (PD) CC.No.035/03.10.001/2014-15</a>	May 14, 2015	Infrastructure Debt Funds (IDFs)
111	<a href="#">DNBR.CC.PD.No.036/03.10.01/2014-15</a>	May 21, 2015	Lending against security of single product - Gold Jewellery
112	<a href="#">DNBR.CC.PD.No.041/03.10.01/2014-15</a>	June 25, 2015	Appointment of Non-Deposit Accepting NBFCs with asset size of ` 100 crore and above as sub- agents under Money Transfer Service Schemes (MTSS)
113	<a href="#">DNBR (PD) CC.No.064/03.10.001/2015-16</a>	July 02, 2015	Applicability of Credit Concentration Norms
114	<a href="#">DNBR (PD) CC.No.065/03.10.001/2015-16</a>	July 09, 2015	Requirement for obtaining prior approval of RBI in cases of acquisition/ transfer of control of Non-Banking Financial Companies (NBFCs)
115	<a href="#">DNBR.CC.PD.No.066/03.10.01/2015-16</a>	July 23, 2015	Early Recognition of Financial Distress, Prompt Steps for Resolution and Fair Recovery for Lenders: Framework for Revitalising Distressed Assets in the Economy - Review of the Guidelines on Joint Lenders' Forum (JLF) and Corrective Action Plan (CAP)
116	<a href="#">DNBR.CO.PD.No.067/03.10.01/2015-16</a>	July 30, 2015	Review of Guidelines on Restructuring of Advances by NBFCs
117	<a href="#">DNBR.CC.PD.No.069/03.10.01/2015-16</a>	October 01, 2015	Non-Banking Financial Company-Micro Finance Institutions (NBFC-MFIs) – Directions – Modifications

<b>Sr. No.</b>	<b>Circular No.</b>	<b>Date</b>	<b>Subject</b>
118	<a href="#">DNBR.CC.PD.No.070/03.10.01/2015-16</a>	October 29, 2015	Early Recognition of Financial Distress, Prompt Steps for Resolution and Fair Recovery for Lenders: Framework for Revitalising Distressed Assets in the Economy - Review of the Guidelines on Joint Lenders' Forum (JLF) and Corrective Action Plan (CAP)
119	<a href="#">DNBR.CC.PD.No.071/03.10.038/2015-16</a>	November 26, 2015	Non-Banking Financial Company-Micro Finance Institutions (NBFC-MFIs) – Directions DNBS.PD.No. 234/CGM (US)-2011 dated December 2, 2011 and DNBR.CC.PD.No.027/03.10.01/2014-15 dated April 08, 2015 – Revision of the loan amount with tenure not less than 24
120	<a href="#">DNBR(PD).CC.No.072/03.10.001/2015-16</a>	January 28, 2016	Provision of Safe Deposit Locker facility by NBFCs
121	<a href="#">DNBR (PD)CC.No.073/03.10.001/2015-16</a>	February 18, 2016	Undertaking of Point of Presence (PoP) Services under Pension Fund Regulatory and Development Authority for National Pension System (NPS)
122	<a href="#">DNBR.CC.PD.No.074/03.10.01/2015-16</a>	February 18, 2016	NBFC – Factors (Reserve Bank) Directions, 2012 – Review
123	<a href="#">DNBR (PD) CC.No.076/03.10.001/2015-16</a>	March 10, 2016	Review of risk weights assigned to sovereign debt
124	<a href="#">DNBR (PD) CC.No.077/03.10.001/2015-16</a>	April 7, 2016	Applicability of Concentration of Credit/ Investment Norms
125	<a href="#">DNBR.CC.PD.No.078/03.10.038/2015-16</a>	April 13, 2016	Non-Banking Financial Company-Micro Finance Institutions (Reserve Bank) Directions, 2011 – Acting as Channelizing Agents for Schemes operated by Central/State Government Agencies
126	<a href="#">DNBR(PD).CC.No.079/03.10.001/2015-16</a>	April 21, 2016	Infrastructure Debt Funds (IDFs)
127	<a href="#">DNBR.CC.PD.No.081/03.10.01/2015-16</a>	May 26, 2016	Review of Framework for Revitalising Distressed Assets in the Economy and Strategic Debt Restructuring Mechanism
128	<a href="#">DNBR.CC.PD.No.082/03.10.001/2015-16</a>	June 2, 2016	Refinancing of Project Loans
129	<a href="#">DNBR(PD)CC.No.083/03.10.001/2016-17</a>	July 28, 2016	Guidelines for Relief Measures by NBFCs in areas affected by Natural Calamities

## Timeline for Government NBFCs

Norm	Extant Provisions for other NBFCs	Govt. NBFCs Timeline
<b>Prudential Regulation</b>		
<b>Income recognition</b>	As prescribed	Balance Sheet dated March 31, 2019
<b>Asset Classification</b>	<u>NBFC-NDSI and NBFCs-D</u> – 90 days norm <u>NBFCs-ND</u> – 180 days norm	<u>NBFC-NDSI and NBFCs-D</u> 120 days – March 31, 2019 90 days – March 31, 2020 <u>NBFCs-ND</u> 180 day norm – March 31, 2019
<b>Provisioning requirement</b>	For NPAs – As specified in the Directions.	As on March 31, 2019– 100% of prescribed requirement
	For Standard Assets <u>NBFC-NDSI</u> and <u>NBFCs-D</u> - 0.40% <u>NBFCs-ND</u> – 0.25%	
<b>Capital Adequacy Applicable to NDSI and NBFC –D</b>	CRAR – 15% Tier I – 10%	10% (min Tier I – 7%); March 31, 2019
		12% (min Tier I – 8%); March 31, 2020
		13% (min Tier I – 9%); March 31, 2021
		15% (min Tier I – 10%); March 31, 2022
<b>Leverage Ratio</b>	Applicable to NBFC – ND	A roadmap for adherence by March 31, 2022 to be prepared by the Govt. NBFC- ND
<b>Concentration of credit/ investment</b>	As prescribed	Govt. companies set up to serve specific sectors may approach the Reserve Bank for exemptions, if any. For others, the timeline will be up to balance Sheet dated March 31, 2022
<b>Others</b>		
<b>Corporate Governance etc.</b>	As prescribed	Balance Sheet dated March 31, 2019

<b>Norm</b>	<b>Extant Provisions for other NBFCs</b>	<b>Govt. NBFCs Timeline</b>
<b>Conduct of Business Regulations (Fair Practices Code)</b>	As prescribed	Balance Sheet dated March 31, 2019
<b>Acceptance of Deposit Directions</b>		
<b>Deposit Directions</b>	As prescribed for NBFC-D	<ul style="list-style-type: none"> <li>• Investment Grade Credit rating for acceptance of public deposits- March 31, 2019.</li> <li>• A Govt. NBFC-D having investment grade credit rating can accept deposits only upto 1.5 times of its NOF. Govt. NBFCs holding deposits in excess of the limit shall not access fresh deposits or renew existing ones till they conform to the limit, the existing deposits will be allowed to run off till maturity.</li> <li>• All other directions shall apply from Balance Sheet dated March 31, 2019.</li> </ul>
<b>Statutory Provisions</b>		
<b>Sec 45 IB</b>	Maintenance of percentage of assets – 15% of the outstanding deposits	March 31, 2019–5% of outstanding deposits March 31, 2020 – 10% of outstanding deposits March 31, 2021 – 12% of outstanding deposits March 31, 2022 – 15% of outstanding deposits
<b>Sec 45 IC</b>	Reserve Fund	March 31, 2019

## Guidelines on Liquidity Risk<sup>14</sup> Management Framework

Non-deposit taking NBFCs with asset size of ₹100 crore and above, systemically important Core Investment Companies and all deposit taking NBFCs (except Type I NBFC-ND<sup>15</sup>, Non-Operating Financial Holding Company and Standalone Primary Dealer) shall adhere to the guidelines as mentioned herein below. It will be the responsibility of the Board to ensure that the guidelines are adhered to. The internal controls required to be put in place by NBFCs as per these guidelines shall be subject to supervisory review. Further, as a matter of prudence, all other NBFCs are also encouraged to adopt these guidelines on liquidity risk management on voluntary basis. The guidelines deal with following aspects of Liquidity Risk Management framework.

- A. Liquidity Risk Management Policy, Strategies and Practices
- B. Management Information System (MIS)
- C. Internal Controls
- D. Maturity profiling
- E. Liquidity Risk Measurement – Stock Approach
- F. Currency Risk
- G. Managing Interest Rate Risk
- H. Liquidity Risk Monitoring Tools

### A. Liquidity Risk Management Policy, Strategies and Practices

In order to ensure a sound and robust liquidity risk management system, the Board of the NBFC shall frame a liquidity risk management framework which ensures that it maintains sufficient liquidity<sup>16</sup>, including a cushion of unencumbered, high quality liquid assets to withstand a range of stress events, including those involving the loss or impairment of both unsecured and secured funding sources. It shall spell out the entity-level liquidity risk tolerance; funding strategies; prudential limits; system for measuring, assessing and reporting/ reviewing liquidity; framework for stress testing;

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<sup>14</sup>“Liquidity Risk” means inability of an NBFC to meet such obligations as they become due without adversely affecting the NBFC’s financial condition. Effective liquidity risk management helps ensure an NBFC’s ability to meet its obligations as and when they fall due and reduces the probability of an adverse situation developing.

<sup>15</sup> Type I NBFC-ND as defined in [RBI press release dated June 17, 2016](#).

<sup>16</sup>“Liquidity” means NBFC’s capacity to fund the increase in assets and meet both expected and unexpected cash and collateral obligations at reasonable cost and without incurring unacceptable losses.

liquidity planning under alternative scenarios/formal contingent funding plan; nature and frequency of management reporting; periodical review of assumptions used in liquidity projection; etc.

Key elements of the liquidity risk management framework are as under:

#### **i) Governance of Liquidity Risk Management**

Successful implementation of any risk management process has to emanate from the top management in the NBFC with the demonstration of its strong commitment to integrate basic operations and strategic decision-making with risk management. The Chief Risk Officer appointed by the NBFC in terms of our [circular DNBR \(PD\) CC. No.099/03.10.001/2018-19 dated May 16, 2019](#) shall be involved in the process of identification, measurement and mitigation of liquidity risks. A desirable organisational set up for liquidity risk management should be as under:

##### **a) Board of Directors**

The Board shall have the overall responsibility for management of liquidity risk. The Board shall decide the strategy, policies and procedures of the NBFC to manage liquidity risk in accordance with the liquidity risk tolerance/ limits decided by it.

##### **b) Risk Management Committee**

The Risk Management Committee, which reports to the Board and consisting of Chief Executive Officer (CEO)/ Managing Director and heads of various risk verticals shall be responsible for evaluating the overall risks faced by the NBFC including liquidity risk.

##### **c) Asset-Liability Management Committee (ALCO)**

The ALCO consisting of the NBFC's top management shall be responsible for ensuring adherence to the risk tolerance/ limits set by the Board as well as implementing the liquidity risk management strategy of the NBFC. The CEO/ MD or the Executive Director (ED) should head the Committee. The Chiefs of Investment, Credit, Resource Management or Planning, Funds Management/ Treasury (forex and domestic), Economic Research may be members of the Committee. The role of the ALCO with respect to liquidity risk should include, *inter alia*, decision on desired maturity profile and mix of incremental assets and liabilities, sale of assets as a source of funding, the structure, responsibilities and

controls for managing liquidity risk, and overseeing the liquidity positions of all branches.

**d) Asset Liability Management (ALM) Support Group**

The ALM Support Group consisting of the operating staff shall be responsible for analysing, monitoring and reporting the liquidity risk profile to the ALCO. Such support groups will be constituted depending on the size and complexity of liquidity risk management in an NBFC.

**ii) Liquidity risk Tolerance**

An NBFC shall have a sound process for identifying, measuring, monitoring and controlling liquidity risk. It should clearly articulate a liquidity risk tolerance that is appropriate for its business strategy and its role in the financial system. Senior management should develop the strategy to manage liquidity risk in accordance with such risk tolerance and ensure that the NBFC maintains sufficient liquidity.

**iii) Liquidity Costs, Benefits and Risks in the Internal Pricing**

NBFCs should endeavour to develop a process to quantify liquidity costs and benefits so that the same may be incorporated in the internal product pricing, performance measurement and new product approval process for all material business lines, products and activities.

**iv) Off-balance Sheet Exposures and Contingent Liabilities**

The process of identifying, measuring, monitoring and controlling liquidity risk should include a robust framework for comprehensively projecting cash flows arising from assets, liabilities and off-balance sheet items over an appropriate set of time horizons. The management of liquidity risks relating to certain off-balance sheet exposures on account of special purpose vehicles, financial derivatives and guarantees and commitments may be given particular importance due to the difficulties that many NBFCs have in assessing the related liquidity risks that could materialise in times of stress.

**v) Funding Strategy - Diversified Funding**

An NBFC shall establish a funding strategy that provides effective diversification in the sources and tenor of funding. It should maintain an ongoing presence in its chosen funding markets and strong relationships with fund providers to promote



effective diversification of funding sources. An NBFC should regularly gauge its capacity to raise funds quickly from each source. There should not be over-reliance on a single source of funding. Funding strategy should also take into account the qualitative dimension of the concentrated behaviour of deposit withdrawal (for deposit taking NBFCs) in typical market conditions and over-reliance on other funding sources arising out of unique business model.

#### **vi) Collateral Position Management**

An NBFC shall actively manage its collateral positions, differentiating between encumbered and unencumbered assets. It should monitor the legal entity and physical location where collateral is held and how it may be mobilised in a timely manner. Further, an NBFC should have sufficient collateral to meet expected and unexpected borrowing needs and potential increases in margin requirements over different timeframes.

#### **vii) Stress Testing**

Stress testing shall form an integral part of the overall governance and liquidity risk management culture in NBFCs. An NBFC should conduct stress tests on a regular basis for a variety of short-term and protracted NBFC-specific and market-wide stress scenarios (individually and in combination). In designing liquidity stress scenarios, the nature of the NBFC's business, activities and vulnerabilities should be taken into consideration so that the scenarios incorporate the major funding and market liquidity risks to which the NBFC is exposed.

#### **viii) Contingency Funding Plan**

An NBFC shall formulate a contingency funding plan (CFP) for responding to severe disruptions which might affect the NBFC's ability to fund some or all of its activities in a timely manner and at a reasonable cost. Contingency plans should contain details of available/ potential contingency funding sources and the amount/ estimated amount which can be drawn from these sources, clear escalation/ prioritisation procedures detailing when and how each of the actions can and should be activated, and the lead time needed to tap additional funds from each of the contingency sources.

### **ix) Public disclosure**

An NBFC shall publicly disclose information (Appendix I) on a quarterly basis on the official website of the company and in the annual financial statement as notes to account that enables market participants to make an informed judgment about the soundness of its liquidity risk management framework and liquidity position.

### **x) Intra Group transfers**

With a view to recognizing the likely increased risk arising due to Intra-Group transactions and exposures (ITEs), the Group Chief Financial officer (CFO) is expected to develop and maintain liquidity management processes and funding programmes that are consistent with the complexity, risk profile, and scope of operations of the companies in the Group<sup>17</sup>. The Group liquidity risk management processes and funding programmes are expected to take into account lending, investment, and other activities, and ensure that adequate liquidity is maintained at the head and each constituent entity within the group. Processes and programmes should fully incorporate real and potential constraints, including legal and regulatory restrictions, on the transfer of funds among these entities and between these entities and the principal.

## **B. Management Information System (MIS)**

An NBFC shall have a reliable MIS designed to provide timely and forward-looking information on the liquidity position of the NBFC and the Group to the Board and ALCO, both under normal and stress situations. It should capture all sources of liquidity risk, including contingent risks and those arising from new activities, and have the ability to furnish more granular and time-sensitive information during stress events.

## **C. Internal Controls**

An NBFC shall have appropriate internal controls, systems and procedures to ensure adherence to liquidity risk management policies and procedure. Management should ensure that an independent party regularly reviews and evaluates the various components of the NBFC's liquidity risk management process.

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<sup>17</sup>As defined in the Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016

#### **D. Maturity Profiling**

a) For measuring and managing net funding requirements, the use of a maturity ladder and calculation of cumulative surplus or deficit of funds at selected maturity dates is adopted as a standard tool. The Maturity Profile should be used for measuring the future cash flows of NBFCs in different time buckets. The Maturity Profile as given in Appendix I could be used for measuring the future cash flows of NBFCs in different time buckets. The time buckets shall be distributed as under:

- (i) 1 day to 7 days
- (ii) 8 days to 14 days
- (iii) 15 days to 30/31 days (one month)
- (iv) Over one month and upto 2 months
- (v) Over two months and upto 3 months
- (vi) Over 3 months and upto 6 months
- (vii) Over 6 months and upto 1 year
- (viii) Over 1 year and upto 3 years
- (ix) Over 3 years and upto 5 years
- (x) Over 5 years

b) NBFCs would be holding in their investment portfolio, securities which could be broadly classifiable as 'mandatory securities' (under obligation of law) and other 'non-mandatory securities'. In case of NBFCs not holding public deposits, all investments in securities, and in case of NBFCs holding public deposits, the surplus securities (held over and above the requirement), shall fall in the category of 'non-mandatory securities'. Alternatively, the NBFCs may also follow the concept of Trading Book as per the extant prescriptions for NBFCs.

c) The NBFCs holding public deposits may be given freedom to place the mandatory securities in any time buckets as suitable for them. The listed non-mandatory securities may be placed in any of the "1 day to 7 days, 8 days to 14 days, 15 days to 30/31 days (One month)", "Over one month and upto 2 months" and "Over two months and upto 3 months" buckets depending upon the defeasance period proposed by NBFCs. The unlisted non-mandatory securities (e.g., equity shares, securities without a fixed term of maturity, etc.) may be placed in the "Over 5 years" buckets, whereas unlisted non-mandatory securities having a fixed term of maturity may be placed in the relevant time bucket as per

residual maturity. The mandatory securities and listed securities may be marked to market for the purpose of the ALM system. Unlisted securities may be valued as per Prudential Norms Directions.

- d) Alternatively, the NBFCs may also follow the concept of Trading Book which is as follows:
- i. The composition and volume are clearly defined;
  - ii. Maximum maturity/ duration of the portfolio is restricted;
  - iii. The holding period not to exceed 90 days;
  - iv. Cut-loss limit prescribed;
  - v. Defeasance periods (product-wise), i.e., time taken to liquidate the position on the basis of liquidity in the secondary market are prescribed;

NBFCs which maintain such 'Trading Books' and complying with the above standards shall show the trading securities under "1 day to 30/31 days (One month)", "Over one month and upto 2 months" and "Over two months and upto 3 months" buckets on the basis of the defeasance periods. The Board/ ALCO of the NBFCs shall approve the volume, composition, holding/ defeasance period, cut loss, etc. of the 'Trading Book'. The remaining investments shall also be classified as short term and long term investments as required under Prudential Norms.

- e) The policy note recorded by the NBFCs on treatment of the investment portfolio for the purpose of ALM and approved by their Board/ ALCO shall be forwarded to the Regional Office of the Department of Supervision of RBI under whose jurisdiction the registered office of the company is located.
- f) Within each time bucket, there could be mismatches depending on cash inflows and outflows. While the mismatches up to one year would be relevant since these provide early warning signals of impending liquidity problems, the main focus shall be on the short-term mismatches, viz., 1-30/31 days. The net cumulative negative mismatches in the Statement of Structural Liquidity in the maturity buckets 1-7 days, 8-14 days, and 15-30 days shall not exceed 10%, 10% and 20% of the cumulative cash outflows in the respective time buckets. NBFCs, however, are expected to monitor their cumulative mismatches (running total) across all other time buckets upto 1 year by establishing internal prudential limits

with the approval of the Board. NBFCs shall also adopt the above cumulative mismatch limits for their structural liquidity statement for consolidated operations.

- g) The Statement of Structural Liquidity may be prepared by placing all cash inflows and outflows in the maturity ladder according to the expected timing of cash flows. A maturing liability shall be a cash outflow while a maturing asset shall be a cash inflow.
- h) In order to enable the NBFCs to monitor their short-term liquidity on a dynamic basis over a time horizon spanning from 1 day to 6 months, NBFCs shall estimate their short-term liquidity profiles on the basis of business projections and other commitments for planning purposes.

#### **E. Liquidity Risk Measurement – Stock Approach**

NBFCs shall adopt a “stock” approach to liquidity risk measurement and monitor certain critical ratios in this regard by putting in place internally defined limits as approved by their Board. The ratios and the internal limits shall be based on an NBFC’s liquidity risk management capabilities, experience and profile. An indicative list of certain critical ratios to monitor re short-term<sup>18</sup> liability to total assets; short-term liability to long term assets; commercial papers to total assets; non-convertible debentures (NCDs)(original maturity of less than one year) to total assets; short-term liabilities to total liabilities; long-term assets to total assets; etc.

#### **F. Currency Risk**

Exchange rate volatility imparts a new dimension to the risk profile of an NBFC’s balance sheets having foreign assets or liabilities. The Board of NBFCs should recognise the liquidity risk arising out of such exposures and develop suitable preparedness for managing the risk.

#### **G. Managing Interest Rate Risk (IRR)**

- a) The operational flexibility given to NBFCs in pricing most of the assets and liabilities imply the need for the financial system to hedge the Interest Rate Risk. Interest rate risk is the risk where changes in market interest rates might adversely affect an NBFC's financial condition. The changes in interest rates affect NBFCs in a larger way. The immediate impact of changes in interest rates is on NBFC's earnings (i.e. reported profits) by changing its Net Interest Income

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<sup>18</sup> Less than one year

(NII). A long-term impact of changing interest rates is on NBFC's Market Value of Equity (MVE) or Net Worth as the economic value of NBFC's assets, liabilities and off-balance sheet positions get affected due to variation in market interest rates. The interest rate risk when viewed from these two perspectives is known as 'earnings perspective' and 'economic value perspective', respectively. The risk from the earnings perspective can be measured as changes in the Net Interest Income (NII) or Net Interest Margin (NIM). There are many analytical techniques for measurement and management of Interest Rate Risk. To begin with, the traditional Gap analysis is considered as a suitable method to measure the Interest Rate Risk in the first place. It is the intention of RBI to move over to the modern techniques of Interest Rate Risk measurement like Duration Gap Analysis, Simulation and Value at Risk over time when NBFCs acquire sufficient expertise and sophistication in acquiring and handling MIS.

- b) The Gap or Mismatch risk can be measured by calculating Gaps over different time intervals as at a given date. Gap analysis measures mismatches between rate sensitive liabilities and rate sensitive assets (including off-balance sheet positions). An asset or liability is normally classified as rate sensitive if:
- i. within the time interval under consideration, there is a cash flow;
  - ii. the interest rate resets/reprices contractually during the interval;
  - iii. dependent on RBI changes in the interest rates/Bank Rate;
  - iv. it is contractually pre-payable or withdrawal before the stated maturities.
- c) The Gap Report shall be generated by grouping rate sensitive liabilities, assets and off-balance sheet positions into time buckets according to residual maturity or next repricing period, whichever is earlier. The difficult task in Gap analysis is determining rate sensitivity. All investments, advances, deposits, borrowings, purchased funds, etc. that mature/ reprice within a specified timeframe are interest rate sensitive. Similarly, any principal repayment of loan is also rate sensitive if the NBFC expects to receive it within the time horizon. This includes final principal payment and interim instalments. Certain assets and liabilities to receive/pay rates that vary with a reference rate. These assets and liabilities are repriced at pre-determined intervals and are rate sensitive at the time of repricing. While the interest rates on term deposits are fixed during their currency, the tranches of advances portfolio are basically floating. The interest rates on

advances received could be repriced any number of occasions, corresponding to the changes in PLR.

- d) The Gaps may be identified in the following time buckets:
- i) 1 day to 7 days
  - ii) 8 days to 14 days
  - iii) 15 days -30/31 days (One month)
  - iv) Over one month to 2 months
  - v) Over two months to 3 months
  - vi) Over 3 months to 6 months
  - vii) Over 6 months to 1 year
  - viii) Over 1 year to 3 years
  - ix) Over 3 years to 5 years
  - x) Over 5 years
  - xi) Non-sensitive

The various items of rate sensitive assets and liabilities and off-balance sheet items shall be classified as explained in Appendix - III.

- e) The Gap is the difference between Rate Sensitive Assets (RSA) and Rate Sensitive Liabilities (RSL) for each time bucket. The positive Gap indicates that it has more RSAs than RSLs whereas the negative Gap indicates that it has more RSLs than RLAs. The Gap reports indicate whether the institution is in a position to benefit from rising interest rates by having a positive Gap ( $RSA > RSL$ ) or whether it is in a position to benefit from declining interest rates by a negative Gap ( $RSL > RSA$ ). The Gap can, therefore, be used as a measure of interest rate sensitivity.
- f) Each NBFC shall set prudential limits on individual Gaps with the approval of the Board/Management Committee. The prudential limits shall have a relationship with the Total Assets, Earning Assets or Equity. The NBFCs may work out Earnings at Risk (EaR) or Net Interest Margin (NIM) based on their views on interest rate movements and fix a prudent level with the approval of the Board/Management Committee. For working out EaR or NIM any of the current models may be used.

- g) The classification of various components of assets and liabilities into different time buckets for preparation of Gap reports (Liquidity and Interest Rate Sensitivity) as indicated in Appendices I & II is the benchmark. NBFCs which are better equipped to reasonably estimate the behavioural pattern of various components of assets and liabilities on the basis of past data / empirical studies could classify them in the appropriate time buckets, subject to approval from the ALCO / Board. A copy of the note approved by the ALCO / Board shall be sent to the Regional Office of the Department of Supervision of RBI under whose jurisdiction the registered office of the company is located. These notes may contain 'what if scenario' analysis under various assumed conditions and the contingency plans to face various adverse developments.
- h) The present framework does not capture the impact of premature closure of deposits and prepayment of loans and advances on the liquidity and interest rate risks profile of NBFCs. The magnitude of premature withdrawal of deposits at times of volatility in market interest rates is quite substantial. NBFCs shall, therefore, evolve suitable mechanism, supported by empirical studies and behavioural analysis to estimate the future behaviour of assets, liabilities and off-balance sheet items to changes in market variables and estimate the probabilities of options.
- i) A scientifically evolved internal transfer pricing model by assigning values on the basis of current market rates to funds provided and funds used is an important component for effective implementation of ALM System. The transfer price mechanism can enhance the management of margin i.e. lending or credit spread, the funding or liability spread and mismatch spread. It also helps centralising interest rate risk at one place which facilitates effective control and management of interest rate risk. A well-defined transfer pricing system also provides a rational framework for pricing of assets and liabilities.



**Public disclosure on liquidity risk**

- (i) Funding Concentration based on significant counterparty (both deposits and borrowings)

<b>Sr No.</b>	<b>Number of Significant Counterparties</b>	<b>Amount (Rs. crore)</b>	<b>% of Total deposits</b>	<b>% of Total Liabilities</b>

- (ii) Top 20 large deposits (amount in Rs. crore and % of total deposits)

- (iii) Top 10 borrowings (amount in Rs. crore and % of total borrowings)

- (iv) Funding Concentration based on significant instrument/product

<b>Sr No.</b>	<b>Name of the instrument/product</b>	<b>Amount (Rs. crore)</b>	<b>% of Total Liabilities</b>

- (v) Stock Ratios:

(a) Commercial papers as a % of total public funds, total liabilities and total assets

(b) Non-convertible debentures (original maturity of less than one year) as a % of total public funds, total liabilities and total assets

(c) Other short-term liabilities, if any as a % of total public funds, total liabilities and total assets

- (vi) Institutional set-up for liquidity risk management

**Maturity Profile - Liquidity**

Heads of Accounts	Time-bucket category
<b><u>A. Outflows</u></b>	
1. Capital funds	
a) Equity capital, Non-redeemable or perpetual preference capital, Reserves, Funds and Surplus	In the 'over 5 years' time-bucket.
b) Preference capital - redeemable/ non-perpetual	As per the residual maturity of the shares.
2. Gifts, grants, donations and benefactions	The 'over 5 years' time-bucket. However, if such gifts, grants, etc. are tied to specific end-use, then these may be slotted in the time-bucket as per purpose/ end-use specified.
3. Notes, Bonds and Debentures	
a) Plain vanilla bonds/debentures	As per the residual maturity of the instruments
b) Bonds/debentures with embedded call/put options (including zero-coupon/deep discount bonds)	As per the residual period for the earliest exercise date for the embedded option.
c) Fixed rate notes	As per the residual maturity
4. Deposits:	
a) Public deposits	As per the residual maturity.
b) Inter Corporate Deposits	These, being institutional/wholesale deposits, shall be slotted as per their residual maturity
c) Commercial Papers	As per the residual maturity
5. Borrowings	
a) Term money borrowings	As per the residual maturity
b) From RBI, Govt. & others	-do-
c) Bank borrowings in the nature of WCDL, CC etc	Over six months and up to one year
6) Current liabilities and provisions:	
a) Sundry creditors	As per the due date or likely timing of cash outflows. A behavioural analysis could also be made to assess the trend of outflows and the amounts slotted accordingly.

<b>Heads of Accounts</b>	<b>Time-bucket category</b>
b) Expenses payable (other than interest)	As per the likely time of cash outflow.
c) Advance income received, receipts from borrowers pending adjustment	In the 'over 5 years' time-bucket as these do not involve any cash outflow.
d) Interest payable on bonds/deposits	In respective time buckets as per the due date of payment.
e) Provisions for NPAs	The amount of provision may be netted out from the gross amount of the NPA portfolio and the net amount of NPAs be shown as an item under inflows in stipulated time-buckets.
f) Provision for Investments portfolio	The amount may be netted from the gross value of investments portfolio and the net investments be shown as inflow in the prescribed time-slots. In case provisions are not held security-wise, the provision may be shown on "over 5 years" time bucket.
g) Other provisions	To be bucketed as per the purpose/nature of the underlying transaction.
<b><u>B. Inflows</u></b>	
1. Cash	In 1 to 7 day time-bucket.
2. Remittance in transit	---do---
3. Balances with banks (in India only)	
a) Current account	The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minimum balance be shown under Day 1-7 bucket.
b) Deposit accounts/short term deposits	As per residual maturity.
4. Investments (net of provisions)	
a) Mandatory investments	As suitable to the NBFC
b) Non Mandatory Listed	"1 day to 30/31 days (One month)" Over one month and upto 2 months" and "Over two months and upto 3 months" buckets depending upon the defeasance period proposed by the NBFCs
c) Non Mandatory unlisted securities (e.g. shares, etc.)	"Over 5 years"
d) Non-mandatory unlisted securities having a fixed term maturity	As per residual maturity
e) Venture capital units	In the 'over 5 year' time bucket.
5. In case Trading book is followed	
Equity shares, convertible preference shares,	(i) Shares classified as "current"

Heads of Accounts	Time-bucket category
non-redeemable/perpetual preference shares, shares of subsidiaries/joint ventures and units in open ended mutual funds and other investments.	investments representing trading book of the NBFC may be shown in time buckets of "1 day 7 days, 8 days to 14 days , 15 days to 30 days (One month)""Over one month and upto 2 months" and "Over two months and upto 3 months" buckets depending upon the defeasance period proposed by the NBFCs .
	(ii) Shares classified as "long term" investments may be kept in over "5 years time" bucket. However, the shares of the assisted units/companies acquired as part of the initial financing package, may be slotted in the relative time bucket keeping in view the pace of project implementation/time-overrun, etc., and the resultant likely timeframe for divesting such shares.
6. Advances (performing)	
a) Bill of Exchange and promissory notes discounted and rediscounted	As per the residual usance of the underlying bills.
b) Term loans (rupee loans only)	The cash inflows on account of the interest and principal of the loan may be slotted in respective time buckets as per the timing of the cash flows as stipulated in the original/revised repayment schedule.
c) Corporate loans/short term loans	As per the residual maturity
7. Non-performing loans (May be shown net of the provisions, interest suspense held )	
a) <u>Sub-standard</u>	
i) All overdues and instalments of principal falling due during the next three years	In the 3 to 5 year time-bucket.
ii) Entire principal amount due beyond the next three years	In the over 5 years time-bucket
b) <u>Doubtful and loss</u>	
i) All instalments of principal falling due during the next five years as also all overdues	In the over 5 year time-bucket
ii) Entire principal amount due beyond the next five years	In the over 5 year time-bucket
8. Assets on lease	Cash flows from the lease transaction may be slotted in respective time buckets as per the timing of the cash flow.

<b>Heads of Accounts</b>	<b>Time-bucket category</b>
9. Fixed assets (excluding leased assets)	In the 'over 5 year' time-bucket.
10. Other assets	
(a) Intangible assets and items not representing cash inflows.	In the 'over 5 year' time-bucket.
(b) Other items (such as accrued income, other receivables, staff loans, etc.)	In respective maturity buckets as per the timing of the cash flows.
<b><u>C. Contingent liabilities</u></b>	
(a) Letters of credit/guarantees (outflow through devolvement)	Based on the past trend analysis of the devolvments vis-à-vis the outstanding amount of guarantees (net of margins held), the likely devolvments shall be estimated and this amount could be distributed in various time buckets on judgmental basis. The assets created out of devolvments may be shown under respective maturity buckets on the basis of probable recovery dates.
(b) Loan commitments pending disbursal (outflow)	In the respective time buckets as per the sanctioned disbursement schedule.
(c) Lines of credit committed to/by other Institutions (outflow/inflow)	As per usance of the bills to be received under the lines of credit.

**Note:**

Any event-specific cash flows (e.g. outflow due to wage settlement arrears, capital expenses, income tax refunds, etc.) shall be shown in a time bucket corresponding to timing of such cash flows.

- a. All overdue liabilities be shown in the 1 to 7 days and 8-14 days days time buckets based on behavioural estimates
- b. Overdue receivables on account of interest and instalments of standard loans/ hire purchase assets / leased rentals shall be slotted as below:

(i)	Overdue for less than one month.	In the 3 to 6 month bucket.
(ii)	Interest overdue for more than one month but less than seven months (i.e. before the relative amount becomes past due for six months)	In the 6 to 12 month bucket without reckoning the grace period of one month.
(iii)	Principal instalments overdue for 7 months but less than one year	In 1 to 3 year bucket.

**Interest Rate Sensitivity**

<b>Heads of accounts</b>	<b>Rate sensitivity of time bucket</b>
<b><u>LIABILITIES</u></b>	
1. Capital, Reserves & Surplus	Non-sensitive
2. Gifts, grants & benefactions	-do-
3. Notes, bonds & debentures:	
a) Floating rate	Sensitive; reprice on the roll-over/repricing date, shall be slotted in respective time buckets as per the repricing dates.
b) Fixed rate (plain vanilla) including zero coupons	Sensitive; reprice on maturity. To be placed in respective time buckets as per the residual maturity of such instruments.
c) Instruments with embedded options	Sensitive; could reprice on the exercise date of the option particularly in rising interest rate scenario. To be placed in respective time buckets as per the next exercise date.
<b>4. <u>Deposits</u></b>	
a) Deposits/Borrowings	
i) Fixed rate	Sensitive; could reprice on maturity or in case of premature withdrawal being permitted, after the lock-in period, if any, stipulated for such withdrawal. To be slotted in respective time buckets as per residual maturity or as per residual lock-in period, as the case may be. The prematurely withdrawable deposits with no lock-in period or past such lock-in period, shall be slotted in the earliest /shortest time bucket.
ii) Floating rate	Sensitive; reprice on the contractual roll-over date. To be slotted in the respective time-buckets as per the next repricing date.
b) ICDs	Sensitive; reprice on maturity. To be slotted as per the residual maturity in the respective time buckets.
<b>5. <u>Borrowings:</u></b>	
a) Term-money borrowing	Sensitive; reprices on maturity. To be placed as per residual maturity in the relative time bucket.
b) Borrowings from others	

<b>Heads of accounts</b>	<b>Rate sensitivity of time bucket</b>
i) Fixed rate	Sensitive; reprice on maturity. To be placed as per residual maturity in the relative time bucket.
ii) Floating rate	Sensitive; reprice on the roll-over/ repricing date. To be placed as per residual period to the repricing date in the relative time bucket.
<b>6. <u>Current liabilities &amp; provisions</u></b>	
a. Sundry creditors ) b. Expenses payable ) c. Swap adjustment a/c. ) d. Advance income received/receipts ) from borrowers pending ) adjustment ) e. Interest payable on bonds/deposits ) f. Provisions )	Non-sensitive
7. Repos/ bills rediscounted/forex swaps (Sell / Buy)	Sensitive; reprices on maturity. To be placed as per the residual maturity in respective buckets.
<b><u>ASSETS:</u></b>	
1. Cash	Non-sensitive.
2. Remittance in transit	Non-sensitive.
3. Balances with banks in India	
a) In current a/c.	Non-sensitive.
b) In deposit accounts, Money at call and short notice and other placements	Sensitive; reprices on maturity. To be placed as per residual maturity in respective time-buckets.
<b>4. <u>Investments</u></b>	
a) Fixed income securities (e.g., Govt. securities, zero coupon bonds, bonds, debentures, cumulative, non-cumulative, redeemable preference shares, etc.)	<p>Sensitive on maturity. To be slotted as per residual maturity.</p> <p>However, the bonds/ debentures valued by applying NPA norms due to non-servicing of interest, shall be shown, net of provisions made, in:</p> <ul style="list-style-type: none"> <li>i. 3-5 year bucket - if sub-standard norms applied.</li> <li>ii. Over 5-year bucket - if doubtful norms applied.</li> </ul>
b) Floating rate securities	Sensitive; re-price on the next repricing date. To be slotted as per residual time to the repricing date.
c) Equity shares, convertible preference shares, shares of subsidiaries/joint ventures, venture capital units.	Non-sensitive.

<b>Heads of accounts</b>	<b>Rate sensitivity of time bucket</b>
5. <u>Advances</u> (performing)	
a) Bills of exchange, promissory notes discounted & rediscounted	Sensitive on maturity. To be slotted as per the residual usance of the underlying bills.
b) Term loans/corporate loans / Short Term Loans (rupee loans only)	
i) Fixed Rate	Sensitive on cash flow/ maturity.
ii) Floating Rate	Sensitive only when PLR or risk premium is changed by the NBFCs.  The amount of term loans shall be slotted in time buckets which correspond to the time taken by NBFCs to effect changes in their PLR in response to market interest rates.
6. <u>Non-performing loans</u>  (net of provisions, interest suspense and claims received from ECGC)	
a. Sub-standard b. Doubtful and Loss	To be slotted as indicated at item B.7 of Appendix I.
7. <u>Assets on lease</u>	The cash flows on lease assets are sensitive to changes in interest rates. The leased asset cash flows be slotted in the time-buckets as per timing of the cash flows.
8. <u>Fixed assets</u> (excluding assets on lease)	Non-sensitive.
9. <u>Other assets</u>	
a) Intangible assets and items not representing cash flows	Non-sensitive.
b) Other items (e.g. accrued income, other receivables, staff loans, etc.)	Non-sensitive.
10. Reverse Repos/ Swaps (Buy /Sell) and Bills rediscounted (DUPN)	Sensitive on maturity. To be slotted as per residual maturity.
11. <u>Other (interest rate) products</u>	
a) Interest rate swaps	Sensitive; to be slotted as per residual maturity in respective time buckets.
b) Other Derivatives	To be classified suitably as per the residual maturity in respective time buckets



## Guidelines on Liquidity Coverage Ratio (LCR)

### 1) Applicability

In addition to the guidelines laid down in Annex II of these guidelines, all non-deposit taking systemically important NBFCs with asset size of ₹5,000 crore and above (except Core Investment Companies, Type I NBFC-NDs<sup>19</sup>, Non-Operating Financial Holding Companies and Standalone Primary Dealers) and all deposit taking NBFCs irrespective of the asset size shall adhere to the following guidelines while computing the Liquidity Coverage Ratio.

### 2) Definitions

A) In these Directions, unless the context otherwise requires, the terms herein shall bear the meanings assigned to them below

i. “High Quality Liquid Assets (HQLA)” means liquid assets that can be readily sold or immediately converted into cash at little or no loss of value or used as collateral to obtain funds in a range of stress scenarios.

ii. Liquidity Coverage Ratio (LCR) is represented by the following ratio:

$$\frac{\textit{Stock of High Quality Liquid Assets (HQLAs)}}{\textit{Total Net Cash Outflows over the next 30 calendar days}}$$

iii. “Unencumbered” means free of legal, regulatory, contractual or other restrictions on the ability of the NBFC to liquidate, sell, transfer, or assign the asset.

B) All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Reserve Bank of India Act, 1934 or any statutory modification or re-enactment thereto or as used in commercial parlance, as the case may be.

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<sup>19</sup> Type I NBFC-ND as defined in [RBI press release dated June 17, 2016](#).

### 3) General Guidelines

A) An NBFC shall maintain an adequate level of unencumbered HQLA that can be converted into cash to meet its liquidity needs for a 30 calendar-day time horizon under a significantly severe liquidity stress scenario, as specified in these guidelines.

B) LCR shall be maintained as at C) below on an ongoing basis to help monitor and control liquidity risk.

C) (i) The LCR requirement shall be binding on all non-deposit taking systemically important NBFCs with asset size of ₹10,000 crore and above and all deposit taking NBFCs irrespective of the asset size from December 1, 2020, with the minimum LCR to be 50%, progressively increasing, till it reaches the required level of 100%, by December 1, 2024, as per the timeline given below:

From	December 1, 2020	December 1, 2021	December 1, 2022	December 1, 2023	December 1, 2024
<b>Minimum LCR</b>	<b>50%</b>	<b>60%</b>	<b>70%</b>	<b>85%</b>	<b>100%</b>

(ii) Further, Non-deposit taking NBFCs with asset size of ₹5,000 crore and above but less than ₹10,000 crore shall also maintain the required level of LCR starting December 1, 2020, as per the timeline given below:

From	December 1, 2020	December 1, 2021	December 1, 2022	December 1, 2023	December 1, 2024
<b>Minimum LCR</b>	<b>30%</b>	<b>50%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>

D) The LCR shall continue to be minimum 100% (i.e., the stock of HQLA shall at least equal total net cash outflows) on an ongoing basis with effect from December 1, 2024, i.e., at the end of the phase-in period.

**Provided** that NBFCs shall have the option to use their stock of HQLA, thereby allowing LCR to fall below 100% during a period of financial stress.

**Provided** further that NBFCs shall immediately report to RBI (Department of Regulation and Department of Supervision) such use of stock of HQLA during a

period of financial stress along with reasons for such usage and corrective steps initiated to rectify the situation.

E) The stress scenario for LCR intends to cover a combined idiosyncratic and market-wide shock that would result in:

- i. run-off of a proportion of deposits (in case of deposit taking NBFCs);
- ii. a partial loss of unsecured wholesale funding capacity;
- iii. a partial loss of secured, short-term financing with certain collateral and counterparties;
- iv. additional contractual outflows that would arise from a downgrade in the NBFC's credit rating, including collateral posting requirements;
- v. increases in market volatilities that impact the quality of collateral or potential future exposure of derivative positions and thus require larger collateral haircuts or additional collateral, or lead to other liquidity needs;
- vi. unscheduled draws on committed but unused credit and liquidity facilities that the NBFC has provided to its clients; and,
- vii. the potential need for the NBFC to buy back debt or honour non-contractual obligations in the interest of mitigating reputational risk.

#### **4) High Quality Liquid Assets**

A) Liquid assets comprise of high quality assets that can be readily sold or used as collateral to obtain funds in a range of stress scenarios. They shall be unencumbered. Assets are considered to be *high quality liquid assets* if they can be easily and immediately converted into cash at little or no loss of value. The liquidity of an asset depends on the underlying stress scenario, the volume to be monetized and the timeframe considered. Nevertheless, there are certain assets that are more likely to generate funds without incurring large discounts due to fire-sales even in times of stress.

B) The fundamental characteristics of HQLAs include low credit and market risk; ease and certainty of valuation; low correlation with risky assets and listing on a developed and recognized exchange market. The market related characteristics of HQLAs include active and sizeable market; presence of committed market makers;

low market concentration and flight to quality (tendencies to move into these types of assets in a systemic crisis).

C) Assets to be included in the computation of HQLAs are those that the NBFC is holding on the first day of the stress period. Such assets shall be valued at an amount no greater than their current market value for the purpose of computing the LCR. Depending upon the nature of assets, they have been assigned different haircuts below, which are to be applied while calculating the HQLA for the purpose of calculation of LCR. The assets and the haircuts are as under:

**(I) Assets to be included as HQLA without any haircut**

i. Cash<sup>20</sup>

ii. Government securities

iii. Marketable securities issued or guaranteed by foreign sovereigns satisfying all the following conditions:

(a) Assigned a 0% risk weight by banks under standardized approach for credit risk;

(b) Traded in large, deep and active repo or cash markets characterised by a low level of concentration; and proven record as a reliable source of liquidity in the markets (repo or sale) even during stressed market conditions.

(c) Not issued by a bank/ financial institution/ NBFC or any of its affiliated entities.

**(II) Assets to be considered for HQLA with a minimum haircut of 15%**

i. Marketable securities representing claims on or claims guaranteed by sovereigns, Public Sector Entities (PSEs) or multilateral development banks that are assigned a 20% risk weight by banks under standardised approach for credit risk and provided that they are not issued by a bank/financial institution/NBFC or any of its affiliated entities.

ii. Corporate bonds, not issued by a bank/financial institution/NBFC or any of its affiliated entities, which have been rated AA- or above by an eligible credit rating agency.

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<sup>20</sup> Cash would mean cash on hand and demand deposits with Scheduled Commercial Banks.

- iii. Commercial Papers not issued by a bank/ PD/ financial institution or any of its affiliated entities, which have a short-term rating equivalent to the long-term rating of AA- or above by an eligible credit rating agency.

**(III) Assets to be considered for HQLA with a minimum haircut of 50%**

- i. Marketable securities representing claims on or claims guaranteed by sovereigns having risk weights higher than 20% but not higher than 50%, i.e., they should have a credit rating not lower than BBB-as prescribed for banks in India.

- ii. Common Equity Shares which satisfy all of the following conditions:

- (a) not issued by a bank/ financial institution/NBFC or any of its affiliated entities;

- (b) included in NSE CNX Nifty index and/or S&P BSE Sensex index.

- iii. Corporate debt securities (including commercial paper) and the securities having usual fundamental and market related characteristics for HQLAs and meeting the following conditions:

- (a) not issued by a bank, financial institution, PD, NBFC or any of its affiliated entities;

- (b) have a long-term credit rating from an eligible credit rating agency between A+ and BBB- or in the absence of a long-term rating, a short-term rating equivalent in quality to the long-term rating;

- (c) traded in large, deep and active repo or cash markets characterised by a low level of concentration; and

- (d) have a proven record as a reliable source of liquidity in the markets (repo or sale) even during stressed market conditions, i.e. a maximum decline of price not exceeding 20% or increase in haircut over a 30-day period not exceeding 20 percentage points during a relevant period of significant liquidity stress.

D) For the purpose of computing LCR for deposit taking NBFCs, such unencumbered approved securities held as per the provisions of section 45 IB of RBI Act, would be reckoned as HQLA only to the extent of 80% of the required holding.

E) All assets in the stock of liquid assets must be managed as part of that pool by the NBFC and shall be subject to the following operational requirements:

- (i) must be available at all times to be converted into cash;
- (ii) shall be unencumbered;
- (iii) shall not be co-mingled/ used as hedges on trading position; designated as collateral or credit enhancement in structured transactions or designated to cover operational costs;
- (iv) shall be managed with sole intent for use as a source of contingent funds; and,
- (v) shall be under the control of specific function/s charged with managing liquidity risk of the bank, e.g. ALCO.

F) NBFCs should periodically monetize a proportion of assets through repo or outright sale to test the saleability of these assets and to minimize the risk of negative signalling during period of stress. NBFCs are also expected to maintain liquid assets consistent with distribution of their liquidity needs by currency.

G) If an eligible liquid asset becomes ineligible (e.g. due to downgrade), NBFCs will be allowed to keep the asset in their stock of liquid assets for an additional 30 calendar days in order to have sufficient time to adjust the stock / replace the asset.

## **5) Total net cash outflows**

A) *Total net cash outflows* is defined as the total expected cash outflows minus total expected cash inflows for the subsequent 30 calendar days. Considering the unique nature of the balance sheet of the NBFCs, stressed cash flows is computed by assigning a predefined stress percentage to the overall cash inflows and cash outflows. Total expected cash outflows (stressed outflows) are calculated by multiplying the outstanding balances of various categories or types of liabilities and off-balance sheet commitments by 115% (15% being the rate at which they are expected to run off further or be drawn down). Total expected cash inflows (stressed inflows) are calculated by multiplying the outstanding balances of various categories of contractual receivables by 75% (25% being the rate at which they are expected to under-flow). However, total cash inflows will be subjected to an aggregate cap of 75% of total expected cash outflows. In other words, total net cash outflows over the next 30 days = Stressed Outflows - Min (stressed inflows; 75% of stressed outflows).

Items of Cash Inflows	Items of Cash Outflows
<p>a. Maturing secured lending transactions backed by HQLA</p> <p>b. Margin Lending backed by all other collateral</p> <p>c. All other assets</p> <p>d. Lines of credit – Credit or liquidity facilities or other contingent funding facilities that the NBFC holds at other institutions for its own purpose</p> <p>e. Other inflows by counterparty</p> <p>f. Net derivatives cash inflows</p> <p>g. Other contractual cash inflows (please specify as footnotes)</p>	<p>a. Deposits</p> <p>b. Unsecured wholesale Funding</p> <p>c. Secured Funding</p> <p>d. Additional requirements [(i)+(ii)+(iii)+(iv)+(v) +(vi)+(vii)+(viii)]:</p> <p>(i) Net derivative cash outflows</p> <p>(ii) Liquidity needs (e.g. collateral calls) related to financing transactions, derivatives and other contracts where ‘downgrade triggers’ up to and including a 3-notch downgrade</p> <p>(iii) Market valuation changes on derivatives transactions (largest absolute net 30-day collateral flows realised during the preceding 24 months) based on look back approach</p> <p>(iv) Increased liquidity needs related to the potential for valuation changes in collateral securing derivatives</p> <p>(v) Increased liquidity needs related to excess non-segregated collateral held that could contractually be called at any time by the counterparty</p> <p>(vi) Increased liquidity needs related to contractually required collateral on transactions for which the counterparty has not yet demanded the collateral be posted</p> <p>(vii) Increased liquidity needs related to derivative transactions that allow collateral substitution to non-HQLA assets</p>

Items of Cash Inflows	Items of Cash Outflows
	(viii) Currently undrawn committed credit and liquidity facilities (e) Other contingent funding liabilities (f) Any other contractual outflows not captured elsewhere in the template

**Computation of Net cash outflows**

S No.	Net Cash outflows over the 30 days period	Amount
<b>A</b>	<b>Total Cash Outflows</b>	
<b>B</b>	<b>Stressed Cash Outflows (A*115%)</b>	
<b>C</b>	<b>Total Cash Inflows</b>	
<b>D</b>	<b>Stressed Cash Inflows (C*75%)</b>	
<b>E</b>	<b>Total net cash outflows over the next 30 days = Stressed Outflows (B) - Minimum of (Stressed Inflows (D); 75% of Stressed Outflows(B)).</b>	

B) NBFCs will not be permitted to double count items, i.e., if an asset is included as part of the “stock of HQLA” (i.e., the numerator), the associated cash inflows cannot also be counted as cash inflows (i.e., part of the denominator). Where there is potential that an item could be counted in multiple outflow categories (e.g., committed liquidity facilities granted to cover debt maturing within the 30 calendar day period), an NBFC only has to assume up to the maximum contractual outflow for that product.

**6) LCR Disclosure Standards**

A) NBFCs are required to disclose information on their LCR every quarter. Further, NBFCs in their annual financial statements under Notes to Accounts, starting with the financial year ending March 31, 2021, shall disclose information on LCR for all the four quarters of the relevant financial year. The disclosure format is given in the Appendix I.



B) Data must be presented as simple averages of monthly observations over the previous quarter (i.e., the average is calculated over a period of 90 days). However, with effect from the financial year ending March 31, 2022, the simple average shall be calculated on daily observations.

C) In addition to the disclosures required by the format given in Appendix I, NBFCs should provide sufficient qualitative discussion (in their annual financial statements under Notes to Accounts) around the LCR to facilitate understanding of the results and data provided. For example, where significant to the LCR, NBFCs could discuss: (a) the main drivers of their LCR results and the evolution of the contribution of inputs to the LCR's calculation over time; (b) intra-period changes as well as changes over time; (c) the composition of HQLAs; (d) concentration of funding sources; (e) derivative exposures and potential collateral calls; (f) currency mismatch in the LCR; (g) other inflows and outflows in the LCR calculation that are not captured in the LCR common template but which the institution considers to be relevant for its liquidity profile.

<b>Appendix I</b>		
<b>LCR Disclosure Template</b>		
(₹ in Crore)	<b>Total Unweighted<sup>21</sup> Value (average)</b>	<b>Total Weighted<sup>22</sup> Value (average)</b>
<b>High Quality Liquid Assets</b>		
1	**Total High Quality Liquid Assets (HQLA)	
<b>Cash Outflows</b>		
2	Deposits (for deposit taking companies)	
3	Unsecured wholesale funding	
4	Secured wholesale funding	
5	Additional requirements, of which	
(i)	<i>Outflows related to derivative exposures and other collateral requirements</i>	
(ii)	<i>Outflows related to loss of funding on debt products</i>	
(iii)	<i>Credit and liquidity facilities</i>	
6	Other contractual funding obligations	
7	Other contingent funding obligations	

<sup>21</sup> Unweighted values must be calculated as outstanding balances maturing or callable within 30 days (for inflows and outflows).

<sup>22</sup>Weighted values must be calculated after the application of respective haircuts (for HQLA) and stress factors on inflow and outflow.

8	<b>TOTAL CASH OUTFLOWS</b>		
<b>Cash Inflows</b>			
9	Secured lending		
10	Inflows from fully performing exposures		
11	Other cash inflows		
12	<b>TOTAL CASH INFLOWS</b>		
			Total Adjusted Value
13	<b>TOTAL HQLA</b>		
14	<b>TOTAL NET CASH OUTFLOWS</b>		
15	<b>LIQUIDITY COVERAGE RATIO (%)</b>		

\*\*Components of HQLA need to be disclosed

**Reporting format for NBFCs declaring dividend**

**Details of dividend declared during the financial year**

**Name of the NBFC – \_\_\_\_\_**

<b>Accounting period *</b>	<b>Net profit for the accounting period (₹ crore)</b>	<b>Rate of dividend (per cent)</b>	<b>Amount of dividend (₹ crore)</b>	<b>Dividend Pay out ratio (per cent)</b>

\* quarter or half year or year ended ----- as the case may be

## Schedule to the Balance Sheet of a NBFC

(₹ in lakh)		
Particulars		
Liabilities side	Amount outstanding	Amount overdue
<b>(1) Loans and advances availed by the non-banking financial company inclusive of interest accrued thereon but not paid :</b>		
(a) Debentures : Secured		
: Unsecured		
(other than falling within the meaning of public deposits*)		
(b) Deferred Credits		
(c) Term Loans		
(d) Inter-corporate loans and borrowing		
(e) Commercial Paper		
(f) Public Deposits*		
(g) Other Loans (specify nature)		
* Please see Note 1 below		
<b>(2) Break-up of (1)(f) above (Outstanding public deposits inclusive of interest accrued thereon but not paid) :</b>		
(a) In the form of Unsecured debentures		
(b) In the form of partly secured debentures i.e. debentures where there is a shortfall in the value of security		
(c) Other public deposits		
* Please see Note 1 below		
Assets side	Amount outstanding	
<b>(3) Break-up of Loans and Advances including bills receivables [other than those included in (4) below]:</b>		
(a) Secured		
(b) Unsecured		
<b>(4) Break up of Leased Assets and stock on hire and other assets counting towards asset financing activities</b>		
(i) Lease assets including lease rentals under sundry debtors :		
(a) Financial lease		
(b) Operating lease		
(ii) Stock on hire including hire charges under sundry debtors :		
(a) Assets on hire		
(b) Repossessed Assets		
(iii) Other loans counting towards asset financing activities		
(a) Loans where assets have been repossessed		
(b) Loans other than (a) above		

<b>(5)</b>	<b>Break-up of Investments</b>			
	<b>Current Investments</b>			
	1.	<u>Quoted</u>		
		(i)	Shares	
			(a)	Equity
			(b)	Preference
		(ii)	Debentures and Bonds	
		(iii)	Units of mutual funds	
		(iv)	Government Securities	
		(v)	Others (please specify)	
	2.	<u>Unquoted</u>		
		(i)	Shares	
			(a)	Equity
			(b)	Preference
		(ii)	Debentures and Bonds	
		(iii)	Units of mutual funds	
		(iv)	Government Securities	
		(v)	Others (please specify)	
	<b>Long Term investments</b>			
	1.	<u>Quoted</u>		
		(i)	Share	
			(a)	Equity
			(b)	Preference
		(ii)	Debentures and Bonds	
		(iii)	Units of mutual funds	
		(iv)	Government Securities	
		(v)	Others (please specify)	
	2.	<u>Unquoted</u>		
		(i)	Shares	
			(a)	Equity
			(b)	Preference
		(ii)	Debentures and Bonds	
	(iii)	Units of mutual funds		
	(iv)	Government Securities		
	(v)	Others (please specify)		
	(vi)			
<b>(6)</b>	<b>Borrower group-wise classification of assets financed as in (3) and (4) above :</b>			
	Please see Note 2 below			
	<b>Category</b>		<b>Amount net of provisions</b>	
			<b>Secured</b>	<b>Unsecured</b>
1.	<b>Related Parties **</b>			
	(a)	Subsidiaries		
	(b)	Companies in the same group		
	(c)	Other related parties		
2.	Other than related parties			
	<b>Total</b>			
<b>(7)</b>	<b>Investor group-wise classification of all investments (current and long term) in shares and securities (both quoted and unquoted) :</b>			
	Please see note 3 below			

Category		Market Value / Break up or fair value or NAV	Book Value (Net of Provisions)
1.	Related Parties **		
	(a) Subsidiaries		
	(b) Companies in the same group		
	(c) Other related parties		
2.	Other than related parties		
<b>Total</b>			
** As per Accounting Standard of ICAI (Please see Note 3)			
<b>(8) Other information</b>			
<b>Particulars</b>		<b>Amount</b>	
(i)	Gross Non-Performing Assets		
	(a) Related parties		
	(b) Other than related parties		
(ii)	Net Non-Performing Assets		
	(a) Related parties		
	(b) Other than related parties		
(iii)	Assets acquired in satisfaction of debt		
<b>Notes:</b>			
1.	As defined in point xxvii of paragraph 3 of Chapter -II of these Directions.		
2.	Provisioning norms shall be applicable as prescribed in these Directions.		
3.	All notified Accounting Standards and Guidance Notes issued by ICAI are applicable including for valuation of investments and other assets as also assets acquired in satisfaction of debt. However, market value in respect of quoted investments and break up / fair value / NAV in respect of unquoted investments shall be disclosed irrespective of whether they are classified as long term (amortised cost in the case of Ind AS) or current (at fair value in the case of Ind AS) in (5) above.		

**Data on Pledged Securities**

<b>Name of the NBFC Lender</b>					
<b>PAN</b>					
<b>Date of Reporting</b>					
<b>Share holding Information</b>					
<b>Name of the Company</b>	<b>ISIN</b>	<b>No of Shares held against loans</b>	<b>Type of the Borrower (Promoter/Non Promoter)</b>	<b>Name of the Borrower</b>	<b>PAN of the Borrower</b>

## Guidelines for Licensing of New Banks in the Private Sector

### Definitions

#### I. Promoter

Promoter means, the person who together with his relatives (as defined in section 6 of the Companies Act, 1956), by virtue of his ownership of voting equity shares, is in effective control of the NOFHC, and includes, wherever applicable, all entities which form part of the Promoter Group.

#### II. Promoter Group

"Promoter Group" includes:

- (i) the promoter;
- (ii) relatives of the promoter as defined in Section 6 of Companies Act 1956; and
- (iii) in case promoter is a body corporate:
  - (A) a subsidiary or holding company of such body corporate;
  - (B) any body corporate in which the promoter holds ten per cent or more of the equity share capital or which holds ten per cent or more of the equity share capital of the promoter;
  - (C) any body corporate in which a group of individuals or companies or combinations thereof which hold twenty per cent or more of the equity share capital in that body corporate also holds twenty per cent or more of the equity share capital of the promoter;
  - (D) Joint venture (as defined in terms of AS 23) with the promoter;
  - (E) Associate (as defined in terms of AS 27) of the promoter;
  - (F) Related party (as defined in terms of AS 18) of the promoter; and
- (iv) in case the promoter is an individual:
  - (A) any body corporate in which ten per cent or more of the equity share capital is held by the promoter or a relative of the promoter or a firm or Hindu Undivided Family in which the promoter or any one or more of his immediate relative is a member;
  - (B) any body corporate in which a body corporate as provided in (A) above holds ten per cent or more, of the equity share capital;



(C) any Hindu Undivided Family or firm in which the aggregate shareholding of the promoter and his immediate relatives is equal to or more than ten per cent of the total; and

(v) all persons whose shareholding is aggregated for the purpose of disclosing in the prospectus under the heading "shareholding of the promoter group";

(vi) Entities sharing a common brand name with entities discussed in A, B, C, D E, F where the promoter is a body corporate and A, B, C where the promoter is an individual;

Provided that a financial institution, scheduled bank, foreign institutional investor or mutual fund shall not be deemed to be promoter group merely by virtue of the fact that ten per cent or more of the equity share capital of the promoter is held by such institution.

**Projects under implementation**

1.1 For all projects financed by the NBFCs, the 'Date of Completion' and the 'Date of Commencement of Commercial Operations' (DCCO), of the project shall be clearly spelt out at the time of financial closure of the project and the same shall be formally documented. These shall also be documented in the appraisal note by the NBFCs during sanction of the loan.

**1.2 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 / rescheduling of loans by NBFCs. Accordingly, the following asset classification norms shall apply to the project loans before commencement of commercial operations.

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

For the purpose of these Directions, 'Project Loan' shall mean any term loan which has been extended for the purpose of setting up of an economic venture. Further, Infrastructure Sector is as defined in the extant Prudential Norms Directions for NBFCs.

**1.3. Project Loans for Infrastructure Sector**

(i) A loan for an infrastructure project shall be classified as NPA during any time before commencement of commercial operations 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.

(ii) A loan for an infrastructure project shall 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 DCCO, it shall 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, as prescribed in para 1.3(ii), 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, as prescribed in para 1.3(ii), i.e. total extension of 3 years), in other than court cases.

(iv) It is re-iterated that the dispensation in para 1.3(iii) is subject to adherence to the provisions regarding restructuring of accounts which shall inter alia require that the application for restructuring shall 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 shall be:

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

(b) NBFCs shall maintain following provisions on such accounts as long as these are classified as standard assets in addition to provision for diminution in fair value :

Particulars	Provisioning Requirement	
If the revised DCCO is within two years from the original DCCO prescribed at the time of financial closure	*	0.25 percent
If the DCCO is extended beyond two years and upto four years or three years from the original DCCO, as the case may be, depending upon the reasons for such delay	Project loans restructured with effect from January 24, 2014 :	
	*	5.00 per cent - From the date of such restructuring till the revised DCCO or 2 years from the- date of restructuring, whichever is later.
	Stock of project loans classified as restructured as on January 23, 2014 :	
	-	2.75 percent - with effect from March 31, 2014
	-	3.50 percent - with effect from March 31, 2015(spread over the four quarters of 2014-15)
	-	4.25 percent - with effect from March 31, 2016(spread over the four quarters of 2015-16)
	-	5 percent - with effect from March 31, 2017 (spread over the four quarters of 2016-17)
	*	The above provisions shall be applicable from the date of restructuring till the revised DCCO or 2 years from the date of restructuring, whichever is later.

(v) For the purpose of these Directions, mere extension of DCCO shall not be considered as restructuring, if the revised DCCO falls within the period of two years from the original DCCO. In such cases the consequential shift in repayment period by equal or shorter duration (including the start date and end date of revised repayment schedule) than the extension of DCCO shall also not be considered as restructuring provided all other terms and conditions of the loan remain unchanged. As such project loans shall be treated as standard assets in all respects, they shall attract standard asset provision of 0.25 per cent.

(v)(a) Multiple revisions of the DCCO and consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule) shall be treated as a single event of restructuring provided that the revised DCCO is fixed within the respective time limits as stated in above points and all other terms and conditions of the loan remained unchanged.

If deemed fit, NBFCs may extend DCCO beyond the respective time limits quoted at (iii)(a) to (b) above; however, in that case, NBFCs shall not be able to retain the 'standard' asset classification status of such loan accounts.

(v)(b) In cases where NBFCs have specifically sanctioned a 'standby facility' at the time of initial financial closure to fund cost overruns, they may fund cost overruns as per the agreed terms and conditions.

In cases where the initial financial closure does not envisage such financing of cost overruns, NBFCs have been allowed to fund cost overruns, which may arise on account of extension of DCCO within the time limits quoted at (iii)(a) to (b) above, without treating the loans as 'restructured asset' subject to the following conditions:

- i) NBFCs may fund additional 'Interest During Construction', which may arise on account of delay in completion of a project;
- ii) Other cost overruns (excluding Interest During Construction) up to a maximum of 10% of the original project cost. This ceiling is applicable to financing of all other cost overruns (excluding interest during construction), including cost overruns on account of fluctuations in the value of Indian Rupee against other currencies, arising out of extension of date of commencement of commercial operations;
- iii) The Debt Equity Ratio as agreed at the time of initial financial closure shall remain unchanged subsequent to funding cost overruns or

improve in favour of the lenders and the revised Debt Service Coverage Ratio shall be acceptable to the lenders;

- iv) Disbursement of funds for cost overruns shall start only after the Sponsors/Promoters bring in their share of funding of the cost overruns; and
- v) All other terms and conditions of the loan shall remain unchanged or enhanced in favour of the lenders.

(v)(c)(a) In order to facilitate revival of the projects stalled primarily due to inadequacies of the current promoters, it is advised that if a change in ownership takes place any time during the periods quoted in paragraphs 1.3(iii) and 1.3(v) above or before the original DCCO, NBFCs may permit extension of the DCCO of the project up to two years in addition to the periods quoted at paragraph 1.3(iii) and 1.3(v) above, as the case may be, without any change in asset classification of the account subject to the conditions stipulated in the following paragraphs. NBFCs may also consequentially shift/extend repayment schedule, if required, by an equal or shorter duration.

(b) It is clarified that in cases where change in ownership and extension of DCCO (as indicated in paragraph 1.3(v)(c)(a) above) takes place before the original DCCO, and if the project fails to commence commercial operations by the extended DCCO, the project shall be eligible for further extension of DCCO in terms of guidelines quoted at paragraph 1.3(iii) and 1.3(v) above. Similarly, where change in ownership and extension of DCCO takes place during the period quoted in paragraph (1.3)(v) above, the account may still be restructured by extension of DCCO in terms of guidelines quoted at paragraph 1.3(iii) above, without classifying the account as non-performing asset.

(c) The provisions contained in sub para (a) and (b) above are subject to the following conditions:

- i) NBFCs shall establish that implementation of the project is stalled/affected primarily due to inadequacies of the current promoters/management and with a change in ownership there is a very high probability of commencement of commercial operations by the project within the extended period;

ii) The project in consideration shall be taken-over/acquired by a new promoter/promoter group with sufficient expertise in the field of operation. If the acquisition is being carried out by a special purpose vehicle (domestic or overseas), the NBFC shall be able to clearly demonstrate that the acquiring entity is part of a new promoter group with sufficient expertise in the field of operation;

iii) The new promoters shall own at least 51 per cent of the paid-up equity capital of stake in the acquired project. If the new promoter is a non-resident, and in sectors where the ceiling on foreign investment is less than 51 per cent, the new promoter shall own at least 26 per cent of the paid-up equity capital or up to applicable foreign investment limit, whichever is higher, provided NBFCs are satisfied that with this equity stake the new non-resident promoter controls the management of the project;

iv) Viability of the project shall be established to the satisfaction of the NBFCs.

v) Intra-group business restructuring/ mergers/ acquisitions and/or takeover/ acquisition of the project by other entities/ subsidiaries/ associates etc. (domestic as well as overseas), belonging to the existing promoter/ promoter group shall not qualify for this facility. The NBFCs shall clearly establish that the acquirer does not belong to the existing promoter group;

vi) Asset classification of the account as on the 'reference date' shall continue during the extended period. For this purpose, the 'reference date' shall be the date of execution of preliminary binding agreement between the parties to the transaction, provided that the acquisition/takeover of ownership as per the provisions of law/regulations governing such acquisition/takeover is completed within a period of 90 days from the date of execution of preliminary binding agreement. During the intervening period, the usual asset classification norms shall continue to apply. If the change in ownership is not completed within 90 days from the preliminary binding agreement, the 'reference date' shall be the effective date of acquisition/ takeover as per the provisions of law/regulations governing such acquisition/ takeover;

vii) The new owners/ promoters are expected to demonstrate their commitment by bringing in substantial portion of additional monies required to complete the project within the extended time period. As such, treatment of financing of cost overruns for the project shall continue to be subject to the guidelines prescribed in these Directions. Financing of cost overrun beyond the ceiling prescribed in the circular dated January 16, 2015 shall be treated as an event of restructuring even if the extension of DCCO is within the limits prescribed above;

viii) While considering the extension of DCCO (up to an additional period of 2 years) for the benefits envisaged hereinabove, NBFCs shall make sure that the repayment schedule does not extend beyond 85 per cent of the economic life/concession period of the project; and

ix) This facility shall be available to a project only once and will not be available during subsequent change in ownership, if any.

(d) Loans covered under this guideline shall attract provisioning as per the extant provisioning norms depending upon their asset classification status.

(vi) In case of infrastructure projects under implementation, where Appointed Date (as defined in the concession agreement) is shifted due to the inability of the Concession Authority to comply with the requisite conditions, change in date of commencement of commercial operations (DCCO) shall not be treated as 'restructuring', subject to following conditions :

(a) The project is an infrastructure project under public private partnership model awarded by a public authority;

(b) The loan disbursement is yet to begin;

(c) The revised date of commencement of commercial operations is documented by way of a supplementary agreement between the borrower and lender and;

(d) Project viability has been reassessed and sanction from appropriate authority has been obtained at the time of supplementary agreement.



#### **1.4. Project Loans for Non-Infrastructure Sector (Other than Commercial Real Estate Exposures)**

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

(ii) A loan for a non-infrastructure project shall be classified as NPA if it fails to commence commercial operations within one year 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 (iv) below.

(iii) In case of non-infrastructure projects, if the delay in commencement of commercial operations extends beyond the period of one year from the date of completion as determined at the time of financial closure, NBFCs can prescribe a fresh DCCO, and retain the "standard" classification by undertaking restructuring of accounts, provided the fresh DCCO does not extend beyond a period of two years from the original DCCO. This among others shall also imply that the restructuring application is received before the expiry of one year from the original DCCO, and when the account is still "standard" as per the record of recovery.

The other conditions applicable shall be:

(a) In cases where there is moratorium for payment of interest, NBFCs shall not book income on accrual basis beyond one year from the original DCCO, considering the high risk involved in such restructured accounts.

(b) NBFCs shall maintain following provisions on such accounts as long as these are classified as standard assets apart from provision for diminution in fair value due to extension of DCCO :

Particulars	Provisioning Requirement	
If the revised DCCO is within one year from the original DCCO prescribed at the time of financial closure	*	0.25 per cent
If the DCCO is extended beyond one year and upto two years from the original DCCO prescribed at the time of financial closure	Project loans restructured with effect from January 24, 2014 :	
	*	5.00 per cent – From the date of restructuring for 2 years
	Stock of Project loans classified as restructured as on January 23, 2014 :	
		- 2.75 per cent - with effect from March 31, 2014
		- 3.50 per cent - with effect from March 31, 2015 (spread over the four quarters of 2014-15)
		- 4.25 per cent - with effect from March 31, 2016 (spread over the four quarters of 2015-16)
		- 5 per cent - with effect from March 31, 2017 (spread over the four quarters of 2016-17).
*	The above provisions will be applicable from the date of restructuring for 2 years.	

(iii) For the purpose of these guidelines, mere extension of DCCO shall not be considered as restructuring, if the revised DCCO falls within the period of one year from the original DCCO. In such cases the consequential shift in repayment period by equal or shorter duration (including the start date and end date of revised repayment schedule) than the extension of DCCO shall also not be considered as restructuring provided all other terms and conditions of the loan remain unchanged.

As such project loans shall be treated as standard assets in all respects, they shall attract standard asset provision of 0.25 per cent.

(iv)(a) Multiple revisions of the DCCO and consequential shift in repayment schedule for equal or shorter duration (including the start date and end date of revised repayment schedule) shall be treated as a single event of restructuring provided that the revised DCCO is fixed within the respective time limits as stated in above points and all other terms and conditions of the loan remained unchanged.

If deemed fit, NBFCs may extend DCCO beyond the respective time limits quoted at (iii)(a) to (b) above; however, in that case, NBFCs shall not be able to retain the 'standard' asset classification status of such loan accounts.

(iv)(b) In cases where NBFCs have specifically sanctioned a 'standby facility' at the time of initial financial closure to fund cost overruns, they may fund cost overruns as per the agreed terms and conditions.

In cases where the initial financial closure does not envisage such financing of cost overruns, NBFCs have been allowed to fund cost overruns, which may arise on account of extension of DCCO within the time limits quoted at (iii)(a) to (b) above, without treating the loans as 'restructured asset' subject to the following conditions:

- i) NBFCs may fund additional 'Interest During Construction', which may arise on account of delay in completion of a project;
- ii) Other cost overruns (excluding Interest During Construction) up to a maximum of 10 per cent of the original project cost. This ceiling is applicable to financing of all other cost overruns (excluding interest during construction), including cost overruns on account of fluctuations in the value of Indian Rupee against other currencies, arising out of extension of date of commencement of commercial operations;
- iii) The Debt Equity Ratio as agreed at the time of initial financial closure shall remain unchanged subsequent to funding cost overruns or improve in favour of the lenders and the revised Debt Service Coverage Ratio shall be acceptable to the lenders;
- iv) Disbursement of funds for cost overruns shall start only after the Sponsors/Promoters bring in their share of funding of the cost overruns; and

- v) All other terms and conditions of the loan shall remain unchanged or enhanced in favour of the lenders.

(iv)(c)(a) In order to facilitate revival of the projects stalled primarily due to inadequacies of the current promoters, it is advised that if a change in ownership takes place any time during the periods quoted in paragraphs 1.4(iii) and 1.4(iv) above or before the original DCCO, NBFCs may permit extension of the DCCO of the project up to two years in addition to the periods quoted at paragraph 1.4(iii) and 1.4(iv) above, as the case may be, without any change in asset classification of the account subject to the conditions stipulated in the following paragraphs. NBFCs may also consequentially shift/extend repayment schedule, if required, by an equal or shorter duration.

(b) It is clarified that in cases where change in ownership and extension of DCCO (as indicated in paragraph 1.4(iv)(c)(a) above) takes place before the original DCCO, and if the project fails to commence commercial operations by the extended DCCO, the project will be eligible for further extension of DCCO in terms of guidelines quoted at paragraph 1.4(iii) and 1.4(iv) above. Similarly, where change in ownership and extension of DCCO takes place during the period quoted in paragraph 1.4(iv) above, the account may still be restructured by extension of DCCO in terms of guidelines quoted at paragraph 1.4(iii) above, without classifying the account as non-performing asset.

(c) The provisions contained in sub para (a) and (b) above are subject to the following conditions:

- i) NBFCs shall establish that implementation of the project is stalled/affected primarily due to inadequacies of the current promoters/management and with a change in ownership there is a very high probability of commencement of commercial operations by the project within the extended period;
- ii) The project in consideration shall be taken-over/acquired by a new promoter/promoter group with sufficient expertise in the field of operation. If the acquisition is being carried out by a special purpose vehicle (domestic or overseas), the NBFC shall be able to clearly demonstrate that the acquiring

entity is part of a new promoter group with sufficient expertise in the field of operation;

iii) The new promoters shall own at least 51 per cent of the paid-up equity capital of stake in the acquired project. If the new promoter is a non-resident, and in sectors where the ceiling on foreign investment is less than 51 per cent, the new promoter shall own at least 26 per cent of the paid-up equity capital or up to applicable foreign investment limit, whichever is higher, provided NBFCs are satisfied that with this equity stake the new non-resident promoter controls the management of the project;

iv) Viability of the project shall be established to the satisfaction of the NBFCs.

v) Intra-group business restructuring/mergers/acquisitions and/or takeover/acquisition of the project by other entities/subsidiaries/associates etc. (domestic as well as overseas), belonging to the existing promoter/promoter group shall not qualify for this facility. The NBFCs shall clearly establish that the acquirer does not belong to the existing promoter group;

vi) Asset classification of the account as on the 'reference date' would continue during the extended period. For this purpose, the 'reference date' would be the date of execution of preliminary binding agreement between the parties to the transaction, provided that the acquisition/takeover of ownership as per the provisions of law/regulations governing such acquisition/takeover is completed within a period of 90 days from the date of execution of preliminary binding agreement. During the intervening period, the usual asset classification norms would continue to apply. If the change in ownership is not completed within 90 days from the preliminary binding agreement, the 'reference date' shall be the effective date of acquisition/ takeover as per the provisions of law/regulations governing such acquisition/ takeover;

vii) The new owners/ promoters are expected to demonstrate their commitment by bringing in substantial portion of additional monies required to complete the project within the extended time period. As such, treatment of financing of cost overruns for the project shall continue to be subject to the guidelines prescribed in these Directions. Financing of cost overrun beyond the ceiling prescribed in

the circular dated January 16, 2015 shall be treated as an event of restructuring even if the extension of DCCO is within the limits prescribed above;

viii) While considering the extension of DCCO (up to an additional period of 2 years) for the benefits envisaged hereinabove, NBFCs shall make sure that the repayment schedule does not extend beyond 85 per cent of the economic life/concession period of the project; and

ix) This facility shall be available to a project only once and shall not be available during subsequent change in ownership, if any.

(d) Loans covered under this guideline shall attract provisioning as per the extant provisioning norms depending upon their asset classification status.

### 1.5. **Other Issues**

(i) 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, shall 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 per cent or more of the original outlay.

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

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

(ii) **Project Loans for Commercial Real Estate**

For CRE projects mere extension of DCCO shall not be considered as restructuring, if the revised DCCO falls within the period of one year from the original DCCO and there is no change in other terms and conditions except possible shift of the repayment schedule and servicing of the loan by equal or shorter duration compared to the period by which DCCO has been extended. Such CRE project loans shall be treated as standard assets in all respects for this purpose without attracting the higher provisioning applicable for restructured standard assets. However, the asset classification benefit shall not be available to CRE projects if they are restructured.

(iii) In all the above cases of restructuring where regulatory forbearance has been extended, the Boards of NBFCs shall satisfy themselves about the viability of the project and the restructuring plan.

#### 1.6. Income recognition

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

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

Consequently, NBFCs which have wrongly recognised income in the past shall 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' NBFCs shall 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, shall 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 shall also be made simultaneously. In other words, any funding of interest in respect of NPAs, if recognized as income, shall be fully provided for.

(b) **Conversion into equity, debentures or any other instrument:** The amount outstanding converted into other instruments shall 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 shall be made for the amount of income so recognised to offset the effect of such income recognition. Such provision shall 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 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 "current investment" 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 shall 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 shall also apply to zero coupon bonds or other instruments which seek to defer the liability of the issuer. On such debentures, income shall be recognised only on realisation basis. The income in respect of unrealised interest which is converted into debentures or any other fixed maturity instrument shall 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 shall also be subject to the usual prudential valuation norms as applicable to such instruments.



**Self-Regulatory Organization (SRO) for NBFC-MFIs – Criteria for Recognition**

- i. The SRO shall have at least 1/3rd of the NBFC-MFIs registered as its members, at the time of recognition.
- ii. It shall have adequate capital to be able to discharge its functions without being overly dependent on subscription from members.
- iii. The memorandum / bye laws of the Self-Regulatory Organization (SRO) shall specify criteria for admission of members and the functions it shall discharge, as one of its main objects;
- iv. The Memorandum / bye laws of an SRO shall provide for the manner in which the Governing Body / Board of Directors of the SRO would function.
- v. The Board shall have adequate representation from both large and small NBFC-MFIs.
- vi. 1/3rd of the Board of Directors shall be independent and not associated with member institutions.
- vii. The Board of Directors and individuals comprising the management shall be considered fit and proper, by the Reserve Bank.
- viii. It shall have adequate internal controls in place.
- ix. The SRO shall function in the interest of all the stake holders and not seen to be only an industry body.
- x. The SRO shall frame a Code of Conduct to be followed by its members.
- xi. It shall have a Grievance Redressal Mechanism and a Dispute Resolution Mechanism in place, including a specially appointed Grievance Redressal Nodal Officer.
- xii. It shall be in a position to exercise surveillance over its members to ensure compliance with the Code of Conduct and regulatory prescriptions of the Bank through an Enforcement Committee
- xiii. It shall also have a developmental function of training and awareness programmes for its members, for the Self Help Groups and conduct research and development for the growth of the MFI sector

## **Obligations of the SRO towards the Reserve Bank**

- i. The SRO, once recognized, shall need to nominate a Compliance officer who shall directly report to the Reserve Bank and who shall keep the Reserve Bank regularly posted of all developments in the sector.
- ii. The SRO shall have to submit its Annual Report to the Reserve Bank.
- iii. It shall have to conduct investigation into areas of concern as pointed out by the Reserve Bank.
- iv. The SRO shall inform the Reserve Bank of the violations of the provisions of the RBI Act, 1934, the directions, the circulars or the guidelines issued by the Reserve Bank from time to time, by any of its members.
- v. It shall provide information, including data, to the Reserve Bank periodically or as requested for by the Bank.
- vi. The Reserve Bank shall, if need arises, inspect the books of the SRO or arrange to have the books inspected by an audit firm.

**INFORMATION ABOUT THE PROPOSED PROMOTERS/ DIRECTORS/  
SHAREHOLDERS OF THE COMPANY**

<b>Sr. No.</b>	<b>Particulars Required</b>	<b>Response</b>
1	Name	
2	Designation	Chairman/ Managing Director/ Director/ Chief Executive Officer
3	Nationality	
4	Age (to be substantiated with date of birth)	
5	Business Address	
6	Residential Address	
7	E-mail address / Telephone number	
8	PAN Number under Income Tax Act	
9	Director Identification Number (DIN)	
10	Social security number / Passport No.*	
11	Educational / professional qualifications	
12	Professional Achievement relevant to the job	
13	Line of business or vocation	
14	Any other information relevant to the Company	
15	Name/s of other companies in which the person has held the post of Chairman / Managing Director/ Director / Chief Executive Officer	
16	Name/s of the regulators (RBI,SEBI,IRDA,PFRDA,NHB or any other foreign regulator) of the entities mentioned in which the persons hold directorships	
17	Name/s of the NBFCs, if any, with which the person is associated as Promoter, Managing Director, Chairman or Director including a Residuary Non-Banking Financial Company, which has been prohibited from accepting deposits/ prosecuted by RBI ?	
18	Detail of prosecution, if any, pending or commenced or resulting in conviction in the past against the person and/or against any of the entities he is associated with for violation of economic laws and regulations	
19	Cases, if any, where the person or relatives of the person or the companies in which the person is associated with, are in default or have been in default in the last 5 years in respect of credit facilities obtained from any entity or bank	
20	If the person is a member of a professional association/ body, details of disciplinary action, if any, pending or commenced or	

	resulting in conviction in the past against him / her or whether he / she has been banned from entry of any professional occupation at any time	
21	Whether the person attracts any of the disqualification envisaged under section 164 of the Companies Act, 2013	
22	Has the person or any of the companies, he/ she is associated with, been subject to any investigation at the instance of the Government Department or Agency	
23	Has the person at any time been found guilty of violations of rules / regulations / legislative requirements by Customs / Excise / Income Tax// Foreign Exchange / Other Revenue Authorities, if so, give particulars	
24	Experience in the business of NBFC (number of years)	
25	Equity shareholding in the company	
(i)	No. of shares	.....
(ii)	Face value	₹.....
(iii)	Percentage to total paid up equity share capital of the company	.....
26	Name/s of the companies, firms and proprietary concerns in which the person holds substantial interest	
27	Names of the principal bankers to the concerns at 26 above	
28	Names of the overseas bankers *	
29	Whether number of directorships held by the person exceeds the limits prescribed under section 165 of the Companies Act, 2013	
		Signature :
	Date :	Name :
	Place:	Designation :
		Company Seal :
<p><b>* For foreign promoters / directors / shareholders</b>  <b>Note:</b> (i) Separate form shall be submitted in respect of each of the proposed promoters/ directors/ shareholders</p>		

**Annex XII(2)**

**INFORMATION ABOUT CORPORATE PROMOTER**

Sr. No.	Particulars Required	Response
1	Name	
2	Business Address	
3	E-mail address / Telephone number	
4	PAN Number under Income Tax Act	
5	Name and contact details of compliance officer	
6	Line of business	

7	The details of their major shareholders (more than 10%) and line of activity, if corporates	
8	Names of the principal bankers/ overseas bankers *	
9	Name/s of the regulators (RBI,SEBI,IRDA,PFRDA,NHB or any other foreign regulator)	
10	Name/s of Company/ies in the Group as defined in the Prudential Norms Directions	
11	Name/s of the company/ies in the Group that are NBFCs	
12	Specify the names of companies in the group which have been prohibited from accepting deposits/ prosecuted by RBI?	
13	Detail of prosecution, if any, pending or commenced or resulting in conviction in the past against the corporate for violation of economic laws and regulations	
14	Cases, if any, where the corporate, is in default or have been in default in the last 5 years in respect of credit facilities obtained from any entity or bank	
15	Whether the corporate has been subject to any investigation at the instance of the Government Department or Agency	
16	Has the Corporate at any time been found guilty of violations of rules/ regulations/ legislative requirements by Customs/ Excise/ Income Tax// Foreign Exchange/ Other Revenue Authorities, if so, give particulars	
17	Has the promoter corporate/ majority shareholder of the promoter corporate, if a corporate, ever applied to RBI for CoR which has been rejected	
		Signature :
	Date :	Name :
	Place:	Designation :
		Company Seal :
<b>* For foreign corporate</b>		

**'Fit and Proper' Criteria for directors of NBFCs**

Reserve Bank had issued a Directive in June 2004 to banks on undertaking due diligence on the persons before appointing them on the Boards of banks based on the 'Report of the Consultative Group of directors of Banks / Financial Institutions'. Specific 'fit and proper' criteria to be fulfilled by the directors were also advised.

2. The importance of due diligence of directors to ascertain suitability for the post by way of qualifications, technical expertise, track record, integrity, etc. needs no emphasis for any financial institution. It is proposed to follow the same guidelines mutatis mutandis in case of NBFCs also. While the Reserve Bank does carry out due diligence on directors before issuing Certificate of Registration to an NBFC, it is necessary that NBFCs put in place an internal supervisory process on a continuing basis. Further, in order to streamline and bring in uniformity in the process of due diligence, while appointing directors, NBFCs shall ensure that the procedures mentioned below are followed and minimum criteria fulfilled by the persons before they are appointed on the Boards:

(a) NBFCs shall undertake a process of due diligence to determine the suitability of the person for appointment / continuing to hold appointment as a director on the Board, based upon qualification, expertise, track record, integrity and other 'fit and proper' criteria. NBFCs shall obtain necessary information and declaration from the proposed / existing directors for the purpose in the format given at [Annex XIV](#).

(b) The process of due diligence shall be undertaken by the NBFCs at the time of appointment / renewal of appointment.

(c) The boards of the NBFCs shall constitute Nomination Committees to scrutinize the declarations.

(d) Based on the information provided in the signed declaration, Nomination Committees shall decide on the acceptance or otherwise of the directors, where considered necessary.

(e) NBFCs shall obtain annually as on 31st March a simple declaration from the directors that the information already provided has not undergone change and where there is any change, requisite details are furnished by them forthwith.

(f) The Board of the NBFC must ensure in public interest that the nominated/ elected directors execute the deeds of covenants in the format given in [Annex XV](#).

Name of NBFC: \_\_\_\_\_

<b>Declaration and Undertaking by Director (<u>with enclosures as appropriate as on</u> _____)</b>	
<b>I.</b>	<b>Personal details of director</b>
a.	Full name
b.	Date of Birth
c.	Educational Qualifications
d.	Relevant Background and Experience
e.	Permanent Address
f.	Present Address
g.	E-mail Address / Telephone Number
h.	Permanent Account Number under the Income Tax Act and name and address of Income Tax Circle
i.	Relevant knowledge and experience
j.	Any other information relevant to Directorship of the NBFC
<b>II</b>	<b>Relevant Relationships of director</b>
a.	List of Relatives if any who are connected with the NBFC (Refer section 6 and Schedule 1A of the Companies Act, 1956 and corresponding provisions of New Companies Act, 2013)
b.	List of entities if any in which he/she is considered as being interested (Refer section 299(3)(a) and section 300 of the Companies Act, 1956 and corresponding provisions of New Companies Act, 2013)
c.	List of entities in which he/she is considered as holding substantial interest within the meaning of prudential norms as prescribed in these Directions.
d.	Name of NBFC in which he/she is or has been a member of the board (giving details of period during which such office was held)
e.	Fund and non-fund facilities, if any, presently availed of by him/her and/or by entities listed in II (b) and (c) above

	from the NBFC	
f.	Cases, if any, where the director or entities listed in II (b) and (c) above are in default or have been in default in the past in respect of credit facilities obtained from the NBFC or any other NBFC / bank.	
III	<b>Records of professional achievements</b>	
a.	Relevant professional achievements	
IV.	<b>Proceedings, if any, against the director</b>	
a.	If the director is a member of a professional association/body, details of disciplinary action, if any, pending or commenced or resulting in conviction in the past against him/her or whether he/she has been banned from entry into any profession/ occupation at any time.	
b.	Details of prosecution, if any, pending or commenced or resulting in conviction in the past against the director and/or against any of the entities listed in II (b) and (c) above for violation of economic laws and regulations	
c.	Details of criminal prosecution, if any, pending or commenced or resulting in conviction in the last five years against the director	
d.	Whether the director attracts any of the disqualifications envisaged under section 274 of the Companies Act 1956 and corresponding provisions of New Companies Act, 2013?	
e.	Has the director or any of the entities at II (b) and (c) above been subject to any investigation at the instance of Government department or agency?	
f.	Has the director at any time been found guilty of violation of rules/regulations/ legislative requirements by customs/ excise /income tax/foreign exchange /other revenue authorities, if so give particulars	
g.	Whether the director has at any time come to the adverse notice of a regulator such as SEBI, IRDA, MCA.	
	<b>(Though it shall not be necessary for a candidate to</b>	



	<p>mention in the column about orders and findings made by the regulators which have been later on reversed/set aside in to, it would be necessary to make a mention of the same, in case the reversal/setting aside is on technical reasons like limitation or lack of jurisdiction, etc and not on merit, If the order of the regulator is temporarily stayed and the appellate/ court proceedings are pending, the same also should be mentioned.)</p>	
V.	<p><b>Any other explanation / information in regard to items I to III and other information considered relevant for judging fit and proper</b></p>	
<p><b>Undertaking</b></p>		
<p>I confirm that the above information is to the best of my knowledge and belief true and complete. I undertake to keep the NBFC fully informed, as soon as possible, of all events which take place subsequent to my appointment which are relevant to the information provided above.</p>		
<p>I also undertake to execute the deed of covenant required to be executed by all directors of the NBFC.</p>		
Place :		Signature
Date :		
VI.	<p><b>Remarks of Chairman of Nomination Committee/Board of Directors of NBFC</b></p>	
Place :		Signature
Date:		

**Form of Deed of Covenants with a Director of an NBFC**

**THIS DEED OF COVENANTS** is made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ **BETWEEN** \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter a deposit taking NBFC and a non-deposit taking NBFC with asset size of ₹500 crore and above being called the "NBFC") of the one part and Mr / Ms \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Director") of the other part.

**WHEREAS**

A. The director has been appointed as a director on the Board of Directors of the NBFC (hereinafter called "the Board") and is required as a term of his / her appointment to enter into a Deed of Covenants with the NBFC.

B. The director has agreed to enter into this Deed of Covenants, which has been approved by the Board, pursuant to his said terms of appointment.

**NOW IT IS HEREBY AGREED AND THIS DEED OF COVENANTS WITNESSETH AS FOLLOWS:**

1. The director acknowledges that his / her appointment as director on the Board of the NBFC is subject to applicable laws and regulations including the Memorandum and Articles of Association of the NBFC and the provisions of this Deed of Covenants.

2. The director covenants with the NBFC that:

(i) The director shall disclose to the Board the nature of his / her interest, direct or indirect, if he / she has any interest in or is concerned with a contract or arrangement or any proposed contract or arrangement entered into or to be entered into between the NBFC and any other person, immediately upon becoming aware of the same or at meeting of the Board at which the question of entering into such contract or arrangement is taken into consideration or if the director was not at the date of that meeting concerned or interested in such proposed contract or arrangement, then at the first meeting of the Board held after he / she becomes so concerned or interested and in case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the director becomes concerned or interested in the contract or arrangement.

(ii) The director shall disclose by general notice to the Board his / her other directorships, his / her memberships of bodies corporate, his / her interest in other entities and his / her interest as a partner or proprietor of firms and shall keep the Board apprised of all changes therein.

(iii) The director shall provide to the NBFC a list of his / her relatives as defined in the Companies Act, 1956 or 2013 and to the extent the director is aware of directorships and interests of such relatives in other bodies corporate, firms and other entities.

(iv) The director shall in carrying on his / her duties as director of the NBFC:

- a) use such degree of skill as may be reasonable to expect from a person with his / her knowledge or experience;
- b) in the performance of his / her duties take such care as he / she might be reasonably expected to take on his / her own behalf and exercise any power vested in him / her in good faith and in the interests of the NBFC;
- c) shall keep himself / herself informed about the business, activities and financial status of the NBFC to the extent disclosed to him / her;
- d) attend meetings of the Board and Committees thereof (collectively for the sake of brevity hereinafter referred to as "Board") with fair regularity and conscientiously fulfil his / her obligations as director of the NBFC;
- e) shall not seek to influence any decision of the Board for any consideration other than in the interests of the NBFC;
- f) shall bring independent judgment to bear on all matters affecting the NBFC brought before the Board including but not limited to statutory compliances, performance reviews, compliances with internal control systems and procedures, key executive appointments and standards of conduct;
- g) shall in exercise of his / her judgement in matters brought before the Board or entrusted to him / her by the Board be free from any business or other relationship which could materially interfere with the exercise of his / her independent judgement; and
- h) shall express his / her views and opinions at Board meetings without any fear or favour and without any influence on exercise of his / her independent judgement;

(v) The director shall have:

- a) fiduciary duty to act in good faith and in the interests of the NBFC and not for any collateral purpose;

- b) duty to act only within the powers as laid down by the NBFC's Memorandum and Articles of Association and by applicable laws and regulations; and
- c) duty to acquire proper understanding of the business of the NBFC.

(vi) The director shall :

- a) not evade responsibility in regard to matters entrusted to him / her by the Board;
- b) not interfere in the performance of their duties by the whole-time directors and other officers of the NBFC and wherever the director has reasons to believe otherwise, he / she shall forthwith disclose his / her concerns to the Board; and
- c) not make improper use of information disclosed to him / her as a member of the Board for his / her or someone else's advantage or benefit and shall use the information disclosed to him / her by the NBFC in his / her capacity as director of the NBFC only for the purposes of performance of his / her duties as a director and not for any other purpose.

3. The NBFC covenants with the director that:

(i) the NBFC shall apprise the director about:

- a) Board procedures including identification of legal and other duties of Director and required compliances with statutory obligations;
- b) control systems and procedures;
- c) voting rights at Board meetings including matters in which Director should not participate because of his / her interest, direct or indirect therein;
- d) qualification requirements and provide copies of Memorandum and Articles of Association;
- e) corporate policies and procedures;
- f) insider dealing restrictions;
- g) constitution of, delegation of authority to and terms of reference of various committees constituted by the Board;
- h) appointments of Senior Executives and their authority;
- i) remuneration policy,
- j) deliberations of committees of the Board, and
- k) communicate any changes in policies, procedures, control systems, applicable regulations including Memorandum and Articles of Association of the NBFC, delegation of authority, Senior Executives, etc. and appoint the

compliance officer who shall be responsible for all statutory and legal compliance.

(ii) the NBFC shall disclose and provide to the Board including the director all information which is reasonably required for them to carry out their functions and duties as a director of the NBFC and to take informed decisions in respect of matters brought before the Board for its consideration or entrusted to the director by the Board or any committee thereof;

(iii) the disclosures to be made by the NBFC to the directors shall include but not be limited to the following :

- a) all relevant information for taking informed decisions in respect of matters brought before the Board;
- b) NBFC's strategic and business plans and forecasts;
- c) organisational structure of the NBFC and delegation of authority;
- d) corporate and management controls and systems including procedures;
- e) economic features and marketing environment;
- f) information and updates as appropriate on NBFC's products;
- g) information and updates on major expenditure;
- h) periodic reviews of performance of the NBFC; and
- i) report periodically about implementation of strategic initiatives and plans;

(iv) the NBFC shall communicate outcome of Board deliberations to directors and concerned personnel and prepare and circulate minutes of the meeting of Board to directors in a timely manner and to the extent possible within two business days of the date of conclusion of the Board meeting; and

(v) advise the director about the levels of authority delegated in matters placed before the Board.

4. The NBFC shall provide to the director periodic reports on the functioning of internal control system including effectiveness thereof.

5. The NBFC shall appoint a compliance officer who shall be a Senior executive reporting to the Board and be responsible for setting forth policies and procedures and shall monitor adherence to the applicable laws and regulations and policies and procedures including but not limited to directions of Reserve Bank of India and other concerned statutory and governmental authorities.

6. The director shall not assign, transfer, sublet or encumber his / her office and his / her rights and obligations as director of the NBFC to any third party provided that

nothing herein contained shall be construed to prohibit delegation of any authority, power, function or delegation by the Board or any committee thereof subject to applicable laws and regulations including Memorandum and Articles of Association of the NBFC.

7. The failure on the part of either party hereto to perform, discharge, observe or comply with any obligation or duty shall not be deemed to be a waiver thereof nor shall it operate as a bar to the performance, observance, discharge or compliance thereof at any time or times thereafter.

8. Any and all amendments and / or supplements and / or alterations to this Deed of Covenants shall be valid and effectual only if in writing and signed by the director and the duly authorised representative of the NBFC.

9. This Deed of Covenants has been executed in duplicate and both the copies shall be deemed to be originals.

**IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

For the NBFC	Director	
By .....		
Name:	Name:	
Title:		
In the presence of:		
1.		2. ....

**Indicative List of Balance Sheet Disclosure for non-deposit taking NBFCs with Asset Size ₹500 Crore and Above and Deposit Taking NBFCs (hereinafter called as Applicable NBFCs)**

**1. Minimum Disclosures**

At a minimum, the items listed in this Annex shall be disclosed in the NTA by all applicable NBFCs. The disclosures listed are intended only to supplement, and not to replace, other disclosure requirements as applicable.

**2. Summary of Significant Accounting Policies**

Applicable NBFCs shall disclose the accounting policies regarding key areas of operations at one place along with NTA in their financial statements. A suggestive list includes - Basis of Accounting, Transactions involving Foreign Exchange, Investments - Classification, Valuation, etc., Advances and Provisions thereon, Fixed Assets and Depreciation, Revenue Recognition, Employee Benefits, Provision for Taxation, Net Profit, etc.

**3.1 Capital**

(Amount in ₹ crore)			
	Particulars	Current Year	Previous Year
i)	CRAR (%)		
ii)	CRAR - Tier I Capital (%)		
iii)	CRAR - Tier II Capital (%)		
iv)	Amount of subordinated debt raised as Tier-II capital		
v)	Amount raised by issue of Perpetual Debt Instruments		

### 3.2 Investments

			(Amount in ₹ crore)		
Particulars		Current Year	Previous Year		
(1)	Value of Investments				
(i)	Gross Value of Investments				
(a)	In India				
(b)	Outside India,				
(ii)	Provisions for Depreciation				
(a)	In India				
(b)	Outside India,				
(iii)	Net Value of Investments				
(a)	In India				
(b)	Outside India.				
(2)	Movement of provisions held towards depreciation on investments.				
(i)	Opening balance				
(ii)	Add : Provisions made during the year				
(iii)	Less : Write-off / write-back of excess provisions during the year				
(iv)	Closing balance				



### 3.3 Derivatives

#### 3.3.1 Forward Rate Agreement / Interest Rate Swap

(Amount in ₹ crore)			
Particulars		Current Year	Previous Year
(i)	The notional principal of swap agreements		
(ii)	Losses which would be incurred if counterparties failed to fulfil their obligations under the agreements		
(iii)	Collateral required by the applicable NBFC upon entering into swaps		
(iv)	Concentration of credit risk arising from the swaps \$		
(v)	The fair value of the swap book @		
Note: Nature and terms of the swaps including information on credit and market risk and the accounting policies adopted for recording the swaps should also be disclosed.			
\$ Examples of concentration could be exposures to particular industries or swaps with highly geared companies.			
@ If the swaps are linked to specific assets, liabilities, or commitments, the fair value would be the estimated amount that the applicable NBFC would receive or pay to terminate the swap agreements as on the balance sheet date.			

### 3.3.2 Exchange Traded Interest Rate (IR) Derivatives

(Amount in ₹ crore)		
S. No.	Particulars	Amount
(i)	Notional principal amount of exchange traded IR derivatives undertaken during the year (instrument-wise)	
	a)	
	b)	
	c)	
(ii)	Notional principal amount of exchange traded IR derivatives outstanding as on 31st March ..... (instrument-wise)	
	a)	
	b)	
	c)	
(iii)	Notional principal amount of exchange traded IR derivatives outstanding and not "highly effective" (instrument-wise)	
	a)	
	b)	
	c)	
(iv)	Mark-to-market value of exchange traded IR derivatives outstanding and not "highly effective" (instrument-wise)	
	a)	
	b)	
	c)	

### 3.3.3 Disclosures on Risk Exposure in Derivatives

#### Qualitative Disclosure

Applicable NBFCs shall describe their risk management policies pertaining to derivatives with particular reference to the extent to which derivatives are used, the associated risks and business purposes served. The discussion shall also include:

- a) the structure and organization for management of risk in derivatives trading,
- b) the scope and nature of risk measurement, risk reporting and risk monitoring systems,
- c) policies for hedging and / or mitigating risk and strategies and processes for monitoring the continuing effectiveness of hedges / mitigants, and
- d) accounting policy for recording hedge and non-hedge transactions; recognition of income, premiums and discounts; valuation of outstanding contracts; provisioning, collateral and credit risk mitigation.

#### Quantitative Disclosures

(Amount in ₹ crore)			
Sl. No.	Particular	Currency Derivatives	Interest Rate Derivatives
(i)	Derivatives (Notional Principal Amount)		
	For hedging		
(ii)	Marked to Market Positions [1]		
	a) Asset (+)		
	b) Liability (-)		
(iii)	Credit Exposure [2]		
(iv)	Unhedged Exposures		

#### 3.4 Deleted

### 3.5 Asset Liability Management Maturity pattern of certain items of Assets and Liabilities

	1 to 7 days	8 to 14 days	15 days to 30 /31 days	Over 1 month upto 2 Month	Over 2 months upto 3 months	Over 3 month & up to 6 month	Over 6 Month & up to 1 year	Over 1 year & up to 3 years	Over 3 years & up to 5 years	Over 5 years	Total
Deposits											
Advances											
Investments											
Borrowings											
Foreign Currency assets											
Foreign Currency liabilities											

### 3.6 Exposures

#### 3.6.1 Exposure to Real Estate Sector

(Amount in ₹ crore)			
Category		Current Year	Previous Year
a) <b>Direct Exposure</b>			
(i)	<b>Residential Mortgages -</b>		
	Lending fully secured by mortgages on residential property that is or will be occupied by the borrower or that is rented		
(ii)	<b>Commercial Real Estate -</b>		
	Lending secured by mortgages on commercial real estates (office buildings, retail space, multi-purpose commercial premises, multi-family residential buildings,		

(Amount in ₹ crore)			
Category		Current Year	Previous Year
	multi-tenanted commercial premises, industrial or warehouse space, hotels, land acquisition, development and construction, etc.). Exposure shall also include non-fund based limits		
(iii)	<b>Investments in Mortgage Backed Securities (MBS) and other securitised exposures -</b>		
	a. Residential		
	b. Commercial Real Estate		
<b>Total Exposure to Real Estate Sector</b>			

### 3.6.2 Exposure to Capital Market

(Amount in ₹ crore)			
Particulars		Current Year	Previous Year
(i)	direct investment in equity shares, convertible bonds, convertible debentures and units of equity-oriented mutual funds the corpus of which is not exclusively invested in corporate debt;		
(ii)	advances against shares / bonds / debentures or other securities or on clean basis to individuals for investment in shares (including IPOs / ESOPs), convertible bonds, convertible debentures, and units of equity-oriented mutual funds;		
(iii)	advances for any other purposes where shares or convertible bonds or convertible debentures or units of equity oriented mutual funds are taken as primary security;		
(iv)	advances for any other purposes to the extent		

(Amount in ₹ crore)			
	<b>Particulars</b>	<b>Current Year</b>	<b>Previous Year</b>
	secured by the collateral security of shares or convertible bonds or convertible debentures or units of equity oriented mutual funds i.e. where the primary security other than shares / convertible bonds / convertible debentures / units of equity oriented mutual funds 'does not fully cover the advances;		
(v)	secured and unsecured advances to stockbrokers and guarantees issued on behalf of stockbrokers and market makers;		
(vi)	loans sanctioned to corporates against the security of shares / bonds / debentures or other securities or on clean basis for meeting promoter's contribution to the equity of new companies in anticipation of raising resources;		
(vii)	bridge loans to companies against expected equity flows / issues;		
(viii)	all exposures to Venture Capital Funds (both registered and unregistered)		
<b>Total Exposure to Capital Market</b>			

### 3.6.3 Details of financing of parent company products

### 3.6.4 Details of Single Borrower Limit (SGL) / Group Borrower Limit (GBL) exceeded by the applicable NBFC

The applicable NBFC shall make appropriate disclosure in the NTA to the annual financial statements in respect of the exposures where the applicable NBFC had exceeded the prudential exposure limits during the year. The sanctioned limit or entire outstanding, whichever is high, shall be reckoned for exposure limit.

### 3.6.5 Unsecured Advances

a) For determining the amount of unsecured advances the rights, licenses, authorisations, etc., charged to the applicable NBFCs as collateral in respect of

projects (including infrastructure projects) financed by them, shall not be reckoned as tangible security. Hence such advances shall be reckoned as unsecured.

b) Applicable NBFCs shall 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 shall be made under a separate head in NTA. This would differentiate such loans from other entirely unsecured loans.

#### **4. Miscellaneous**

##### **4.1 Registration obtained from other financial sector regulators**

##### **4.2 Disclosure of Penalties imposed by RBI and other regulators**

Consistent with the international best practices in disclosure of penalties imposed by the regulators, placing the details of the levy of penalty on the applicable NBFC in public domain will be in the interests of the investors and depositors. Further, strictures or directions on the basis of inspection reports or other adverse findings shall also be placed in the public domain. The penalties shall also be disclosed in the NTA.

##### **4.3 Related Party Transactions**

a) Details of all material transactions with related parties shall be disclosed in the annual report

b) The company shall disclose the policy on dealing with Related Party Transactions on its website and also in the Annual Report.

##### **4.4 Ratings assigned by credit rating agencies and migration of ratings during the year**

##### **4.5 Remuneration of Directors**

All pecuniary relationship or transactions of the non-executive directors vis-à-vis the company shall be disclosed in the Annual Report.

##### **4.6 Management**

As part of the directors' report or as an addition thereto, a Management Discussion and Analysis report should form part of the Annual Report to the shareholders. This Management Discussion & Analysis shall include discussion on the following matters within the limits set by the company's competitive position:

a) Industry structure and developments.

- b) Opportunities and Threats.
- c) Segment-wise or product-wise performance.
- d) Outlook
- e) Risks and concerns.
- f) Internal control systems and their adequacy.
- g) Discussion on financial performance with respect to operational performance.
- h) Material developments in Human Resources / Industrial Relations front, including number of people employed.

#### **4.7 Net Profit or Loss for the period, prior period items and changes in accounting policies**

Since the format of the profit and loss account of applicable NBFCs does not specifically provide for disclosure of the impact of prior period items on the current year's profit and loss, such disclosures, wherever warranted, shall be made in the NTA.

#### **4.8 Revenue Recognition**

An enterprise shall also disclose the circumstances in which revenue recognition has been postponed pending the resolution of significant uncertainties.

#### **4.9 Consolidated Financial Statements (CFS)**

Applicable NBFCs may be guided by general clarifications issued by ICAI from time to time. A parent company, presenting the CFS, shall consolidate the financial statements of all subsidiaries - domestic as well as foreign. The reasons for not consolidating a subsidiary shall be disclosed in the CFS. The responsibility of determining whether a particular entity shall be included or not for consolidation would be that of the Management of the parent entity. In case, its Statutory Auditors are of the opinion that an entity, which ought to have been consolidated, has been omitted, they shall incorporate their comments in this regard in the "Auditors Report".

### **5. Additional Disclosures**

#### **5.1 Provisions and Contingencies**

To facilitate easy reading of the financial statements and to make the information on all Provisions and Contingencies available at one place, applicable NBFCs are required to disclose in the NTA the following information:



(Amount in ₹ crore)		
Break up of 'Provisions and Contingencies' shown under the head Expenditure in Profit and Loss Account	Current Year	Previous Year
Provisions for depreciation on Investment		
Provision towards NPA		
Provision made towards Income tax		
Other Provision and Contingencies (with details)		
Provision for Standard Assets		

## 5.2 Draw Down from Reserves

Suitable disclosures are to be made regarding any draw down of reserves in the NTA.

## 5.3 Concentration of Deposits, Advances, Exposures and NPAs

### 5.3.1 Concentration of Deposits (for deposit taking NBFCs)

(Amount in ₹ crore)	
Total Deposits of twenty largest depositors	
Percentage of Deposits of twenty largest depositors to Total Deposits of the deposit taking NBFC.	

### 5.3.2 Concentration of Advances

(Amount in ₹ crore)	
Total Advances to twenty largest borrowers	
Percentage of Advances to twenty largest borrowers to Total Advances of the applicable NBFC	

### 5.3.3 Concentration of Exposures

(Amount in ₹ crore)	
Total Exposure to twenty largest borrowers / customers	
Percentage of Exposures to twenty largest borrowers / customers to Total Exposure of the applicable NBFC on borrowers / customers	

### 5.3.4 Concentration of NPAs

(Amount in ₹ crore)	
Total Exposure to top four NPA accounts	

### 5.3.5 Sector-wise NPAs

Sl. No.	Sector	Percentage of NPAs to Total Advances in that sector
1.	Agriculture & allied activities	
2.	MSME	
3.	Corporate borrowers	
4.	Services	
2.	Unsecured personal loans	
3.	Auto loans	
4.	Other personal loans	

### 5.4 Movement of NPAs

(Amount in ₹ crore)			
Particulars		Current Year	Previous Year
(i)	Net NPAs to Net Advances (%)		
(ii)	Movement of NPAs (Gross)		
	(a) Opening balance		
	(b) Additions during the year		
	(c) Reductions during the year		
	(d) Closing balance		
(iii)	Movement of Net NPAs		
	(a) Opening balance		
	(b) Additions during the year		
	(c) Reductions during the year		

	(d) Closing balance		
(iv)	Movement of provisions for NPAs (excluding provisions on standard assets)		
	(a) Opening balance		
	(b) Provisions made during the year		
	(c) Write-off / write-back of excess provisions		
	(d) Closing balance		

### 5.5 Overseas Assets (for those with Joint Ventures and Subsidiaries abroad)

Name of the Joint Venture/ Subsidiary	Other Partner in the JV	Country	Total Assets
---------------------------------------	-------------------------	---------	--------------

### 5.6 Off-balance Sheet SPVs sponsored

(which are required to be consolidated as per accounting norms)

Name of the SPV sponsored	
Domestic	Overseas

## 6. Disclosure of Complaints

### 6.1 Customer Complaints

(a)	No. of complaints pending at the beginning of the year	
(b)	No. of complaints received during the year	
(c)	No. of complaints redressed during the year	
(d)	No. of complaints pending at the end of the year	

**Terms and Conditions Applicable to Perpetual Debt Instruments (PDI) for Being Eligible for Inclusion in Tier I capital**

The Perpetual Debt Instruments (PDI) shall be issued as bonds or debentures by non-deposit taking NBFC with asset size of ₹500 crore and above on the following terms and conditions to qualify for inclusion as Tier I Capital or Tier II Capital, as the case may be, for capital adequacy purposes.

**1. Terms of Issue of PDI**

i) Currency of issue PDIs shall be issued in Indian Rupees only.

**ii) Amount**

The aggregate amount to be raised by issue of such instruments shall be within the overall limits of Tier I and Tier II as explained in clause (iii) below. It may be raised in tranches. However, the minimum investment by single investor in each such issue/ tranche shall be ₹5 lakh.

**iii) Limits**

PDI shall be eligible to be treated as Tier I capital upto 15 per cent of total Tier I capital. The above limit will be based on the amount of Tier I capital as on March 31 of previous year after deduction of goodwill and other intangible assets but before the deduction of investments. The amount of PDI in excess of amount admissible as Tier I shall qualify as Tier II capital subject to provisions contained in these Directions.

**iv) Maturity period**

The PDI shall be perpetual.

**v) Rate of interest**

The interest payable to the investors may be either at a fixed rate or at a floating rate referenced to a market determined rupee interest benchmark rate.

**vi) Options**

Non-deposit taking NBFC with asset size of ₹500 crore and above shall issue PDI as plain vanilla instruments only.

However, they may issue PDI with a 'call option' subject to strict compliance with each of the following conditions:

(a) That the instrument has run for a minimum period of ten years from the date of issue; and

(b) Call option shall be exercised only with the prior approval of RBI. While considering the proposals received from such NBFCs for exercising the call option the RBI would, among other things, take into consideration the its CRAR position both at the time of exercise of the call option and after the exercise of the call option.

**vii) Step-up option**

The issuing non-deposit taking NBFC with asset size of ₹500 crore and above, may have a step-up option for increasing the rate of interest payable on PDIs. Such option may be exercised only once during the whole life of the instrument after the lapse of ten years from the date of issue. The step-up shall not be more than 100 bps in reference to interest rate advertised in terms of offer document under clause (v) above. The limits on step-up apply to the all-in cost of the debt to the issuing NBFC.

**viii) Lock-In Clause**

(a) PDI shall be subjected to a lock-in clause in terms of which the issuing non-deposit taking NBFC with asset size of ₹500 crore and above, may defer the payment of interest, if

\* it's capital to risk assets ratio (CRAR) is below the minimum regulatory requirement prescribed by RBI; or

\* the impact of such payment results in NBFCs CRAR falling below or remaining below the minimum regulatory requirement prescribed by Reserve Bank of India;

(b) However, non-deposit taking NBFC with asset size of ₹500 crore and above, may pay interest with the prior approval of RBI when the impact of such payment may result in net loss or increase the net loss, provided the CRAR remains above the regulatory norm.

(c) The interest shall not be cumulative except in cases as in (a).

(d) All instances of invocation of the lock-in clause shall be notified by the issuing NBFC to the Regional Office of Department of Supervision of the Reserve Bank of India in whose jurisdiction it is registered.

**ix) Seniority of claim**

The claims of the investors in PDI shall be

- a) Superior to the claims of investors in equity shares; and
- b) Subordinated to the claims of all other creditors.

**x) Discount**

The PDI instruments shall not be subjected to a progressive discount for capital adequacy purposes since these are perpetual.

**xi) Other conditions**

a) PDI shall be fully paid-up, unsecured, and free of any restrictive clauses and the issue of PDI and the terms and conditions applicable thereto shall be compliant with the provisions of Companies Act, 1956 and all other laws for the time being in force including the rules, regulations, directions and guidelines issued by the applicable regulatory authorities.

b) Subject to compliance with extant FEMA Regulations, NBFCs shall obtain prior approval of the Reserve Bank of India, on a case-by-case basis, for investment by FIIs/ NRIs in PDI to be raised by a non-deposit taking NBFC with asset size of ₹500 crore and above, in Indian Rupees.

c) Non-deposit taking NBFC with asset size of ₹500 crore and above issuing PDI, shall comply with the terms and conditions, if any, stipulated by SEBI/ other regulatory authorities in regard to issue of the instruments.

d) The investment by other NBFCs in such instruments issued by a non-deposit taking NBFC with asset size of ₹500 crore and above, shall be governed by the provisions of definition of Net Owned Fund (NOF) as provided in explanation to section 45-IA of the RBI Act. As such, investment in excess of 10% of the owned fund of NBFC shall be deducted from Owned Fund to arrive at NOF of the NBFC.

## **2. Reporting Requirements**

Non-deposit taking NBFC with asset size of ₹500 crore and above issuing PDI, shall submit a report to the Regional Office in whose jurisdiction it is registered giving details of the debt raised, including the terms of issue specified at item 1 above together with a copy of the offer document soon after the issue is completed.

## **3. Investment in PDI issued by other NBFCs-ND-SI**

A non-deposit taking NBFC's with asset size of ₹500 crore and above investing in PDI issued by other NBFC and financial institutions shall be subject to

definition of Net Owned Fund as defined in section 45-IA of the RBI Act, 1934 and will attract risk weight as prescribed by the Bank.

#### **4. Grant of advances against PDI**

Non-deposit taking NBFC with asset size of ₹500 crore and above issuing PDI, shall not grant advances against the security of the PDI issued by them.

#### **5. Disclosure Requirement**

(I) Non-deposit taking NBFC with asset size of ₹500 crore and above issuing PDI, shall make suitable disclosures in their Annual Report about :

- (i) Amount of funds raised through PDI during the year and outstanding at the close of the financial year;
- (ii) Percentage of the amount of PDI of the amount of its Tier I Capital;
- (iii) Mention the financial year in which interest on PDI has not been paid in accordance with clause 1(viii) above.

(II) While framing policy as regards PDI, the Board of Directors of the Non-deposit taking NBFC with asset size of ₹500 crore and above issuing PDI, shall ensure that sufficient disclosures are made to the investor which clarify the type of the instrument, the risks associated and its uninsured nature so as to enable the investor to make informed investment decision. The offer document shall contain a clause that the investor may make investment decision on the basis of its own analysis and the RBI does not accept any responsibility about repayment of such investment. The policy evolved by such NBFC shall also include provision as regards factors to be taken into account by it to demonstrate that it can meet extra load in case the company decides to step up the rate of interest under clause 1(vii) above. Board of Directors shall ensure strict compliance with all the terms and conditions set forth above.

**Guidelines for Entry of NBFCs into Insurance**

1. NBFCs registered with the Bank shall undertake insurance agency business on fee basis and without risk participation, without the approval of the Bank, only subject to the following conditions:

(i) The NBFCs shall obtain requisite permission from IRDA and comply with the IRDA regulations for acting as 'composite corporate agent' with insurance companies.

(ii) The NBFCs shall not adopt any restrictive practice of forcing its customers to go in only for a particular insurance company in respect of assets financed by the NBFC. The customers shall be allowed to exercise their own choice.

(iii) As the participation by an NBFC's customer in insurance products is purely on a voluntary basis, it shall be stated in all publicity material distributed by the NBFC in a prominent way. There shall be no 'linkage' either direct or indirect between the provision of financial services offered by the NBFC to its customers and use of the insurance products.

(iv) The premium shall be paid by the insured directly to the insurance company without routing through the NBFC.

(v) The risks, if any, involved in insurance agency shall not get transferred to the business of the NBFC.

2. No NBFC shall be allowed to conduct such business departmentally. A subsidiary or company in the same group of an NBFC or of another NBFC engaged in the business of a non-banking financial institution or banking business shall not normally be allowed to join the insurance company on risk participation basis.

3. All NBFCs registered with RBI which satisfy the eligibility criteria given below shall be permitted to set up a joint venture company for undertaking insurance business with risk participation subject to safeguards. The maximum equity contribution such an NBFC can hold in the joint venture company shall normally be 50 per cent of the paid-up capital of the insurance company. On a selective basis, the Bank may permit



a higher equity contribution by a promoter NBFC initially, pending divestment of equity within the prescribed period [see Note (1) below].

In case more than one company (irrespective of doing financial activity or not) in the same group of the NBFC wishes to take a stake in the insurance company, the contribution by all companies in the same group shall be counted for the limit of 50 percent prescribed for the NBFC in an insurance JV.

In cases where IRDA issues calls for capital infusion into the Insurance JV company, the Bank may, on a case to case basis, consider need based relaxation of the 50% group limit as specified. The relaxation, if permitted, shall be subject to compliance by the NBFC with all regulatory conditions as prescribed for in these Directions and such other conditions as may be necessary in the specific case. Application for such relaxation along with supporting documents shall be submitted by the NBFC to the Regional Office of the Bank under whose jurisdiction its registered office is situated.

The eligibility criteria for joint venture participant shall be as stated below:

- (i) The owned fund of the NBFC shall not be less than ₹500 crore,
- (ii) The level of net non-performing assets shall be not more than 5% of the total outstanding leased/hire purchase assets and advances taken together,
- (iii) The NBFC shall have net profit for the last three continuous years,
- (iv) The track record of the performance of the subsidiaries, if any, of the concerned NBFC shall be satisfactory,
- (v) Regulatory compliance and servicing public deposits, if held.

The provisions of RBI Act shall be applicable for such investments while computing the net owned funds of the NBFC.

4. In case where a foreign partner contributes 26 per cent of the equity with the approval of insurance Regulatory and Development Authority/Foreign Investment Promotion Board, more than one NBFC may be allowed to participate in the equity of the insurance joint venture. As such participants will also assume insurance risk,

only those NBFCs which satisfy the criteria given in paragraph 3 above, shall be eligible.

5. NBFCs registered with RBI which are not eligible as joint venture participant, as above can make investments up to 10 per cent of the owned fund of the NBFC or ₹50 crore, whichever is lower, in the insurance company. Such participation shall be treated as an investment and shall be without any contingent liability for the NBFC. The eligibility criteria for these NBFCs shall be as under:

- (i) The level of net NPA shall be not more than 5 per cent of total outstanding leased/hire purchase assets and advances;
- (ii) The NBFC shall have net profit for the last three continuous years.

**Notes:**

(1) Holding of equity by a promoter NBFC in an insurance company or participation in any form in insurance business shall be subject to compliance with any rules and regulations laid down by the IRDA/ Central Government. This will include compliance with section 6AA of the Insurance Act as amended by the IRDA Act, 1999, for divestment of equity in excess of 26 per cent of the paid-up capital within a prescribed period of time.

(2) The eligibility criteria shall be reckoned with reference to the latest available audited balance sheet for the previous year.

**Guidelines on issue of Co-Branded Credit Cards**

In order to strengthen the NBFC sector by allowing diversification of their area of business, it has been decided to allow NBFCs, selectively, registered with the Reserve Bank of India to issue co-branded credit cards with scheduled commercial banks, without risk sharing, with prior approval of the Reserve Bank, for an initial period of two years and a review thereafter. NBFCs fulfilling the following minimum requirements are eligible to apply for issuance of co-branded credit- card:

- (i) Minimum net owned fund of ₹100 crore;
- (ii) The company shall have made net profit as per last two years audited accounts;
- (iii) The percentage of net NPAs to net advances of the NBFC as per the last audited balance sheet shall not be more than 3%;
- (iv) The non-deposit-taking NBFCs (NBFCs-ND) shall maintain a Leverage Ratio of 7. While systemically important non-deposit taking NBFCs (NBFCs-ND-SIs) and deposit taking NBFCs (NBFC-D) shall have CRAR of 15%.

2. In addition, the NBFCs shall be required to adhere to the following stipulations:

**(i) Operational Aspects**

- (a) The role of the NBFC under the tie-up arrangement shall be limited only to marketing and distribution of the co-branded credit cards. The co-branded credit card issuing bank shall be subject to all the instructions / guidelines issued by its concerned regulatory authority.
- (b) The co-branded credit card issuing bank shall be solely responsible for fulfilment of KYC requirements in respect of all co-branded cards issued under the tie-up arrangement.
- (c) The risks, if any, involved in co-branded credit cards business shall not get transferred to the business of the NBFC;
- (d) The co-branded credit card account shall be maintained by the customer with the bank and all the payments by the co-branded card holders shall be in the name of the bank; account if any maintained by the user with the NBFC shall not be debited for settlement of dues arising out of co-branded credit card;

(e) The NBFC entering into tie-up shall be guided by the need to ensure confidentiality of the customer's accounts. The co-branding NBFC shall not reveal any information relating to customers obtained at the time of opening the account and the co-branded credit card issuing bank shall not be permitted to access any details of customers' accounts that may violate NBFCs' secrecy obligations.

(f) The bank issuing the card shall put in place suitable mechanism for the redressal of customer grievances. Customer complaints arising out of deficiency in the credit card service shall be the responsibility of the bank.

(g) Legal risk, if any, arising out of court cases, damages, etc shall be borne by the issuing bank.

**(ii) Other Aspects**

(a) The NBFC shall have put in place guidelines on fair practices code as required in terms of these Directions;

(b) The NBFC shall be adhering to Know Your Customer Guidelines and provisions of Prevention of Money Laundering Act;

(c) The NBFC shall be complying with other instructions and provisions of RBI Act, 1934 to the extent applicable to the NBFC concerned;

(d) The NBFC shall comply with other terms and conditions as the Bank may specify in this behalf from time to time.

3. Further, the permission is liable to be withdrawn with a notice period of 3 months in the event of any undesirable / unhealthy operations coming to the notice of the Bank.

**Guidelines on Distribution of Mutual Fund Products by NBFCs**

1. NBFCs, which desire to distribute mutual funds, shall be required to adhere to the following stipulations:

**(i) Operational Aspects**

(a) The NBFC shall comply with the SEBI guidelines / regulations, including its code of conduct, for distribution of mutual fund products;

(b) the NBFC shall not adopt any restrictive practice of forcing its customers to go in for a particular mutual fund product sponsored by it. Its customers shall be allowed to exercise their own choice;

(c) the participation by the NBFCs customers in mutual fund products is purely on a voluntary basis and this information shall be stated in all publicity material distributed by it in a prominent way. There shall be no 'linkage' either direct or indirect between the provisions of financial services offered by the NBFC to its customers and distribution of the mutual fund products;

(d) the NBFC shall only act as an agent of its customers, forwarding their applications for purchase/ sale of MF units together with the payment instruments, to the Mutual Fund/ the Registrars/ the transfer agents. The purchase of units shall be at the customers' risk and without the NBFC guaranteeing any assured return;

(e) the NBFC shall neither acquire units of mutual funds from the secondary market for sale to its customers, nor shall it buy back units of mutual funds from its customers;

(f) in case the NBFC is holding custody of MF units on behalf of its customers, it shall ensure that its own investments and the investments belonging to its customers are kept distinct from each other.

**(ii) Other Aspects**

(a) The NBFC shall have put in place a comprehensive Board approved policy regarding undertaking mutual funds distribution. The services relating to the same shall be offered to its customers in accordance with this policy. The policy will also encompass issues of customer appropriateness and suitability as well as grievance redressal mechanism. The code of conduct prescribed by SEBI, as amended from time to time and as applicable, shall be complied with by NBFCs undertaking these activities;

(b) the NBFC shall be adhering to Know Your Customer (KYC) Guidelines and provisions of Prevention of Money Laundering Act.

2. NBFCs shall comply with other terms and conditions as the Bank may specify in this regard from time to time.

## Guidelines for Credit Default Swaps - NBFCs as users

**Definitions** The following definitions are used in these guidelines:

- (i) Credit event payment – the amount which is payable by the credit protection seller to the credit protection buyer under the terms of the credit derivative contract following the occurrence of a credit event. The payment shall be only in the form of physical settlement (payment of par in exchange for physical delivery of a deliverable obligation).
- (ii) Underlying asset / obligation – The asset<sup>23</sup> which a protection buyer is seeking to hedge. (iii) Deliverable asset / obligation – any obligation<sup>24</sup> of the reference entity which shall be delivered, under the terms of the contract, if a credit event occurs. (Assets under (iii) above, will rank at least pari-passu or junior to the underlying obligation).
- (iv) Reference obligation - the obligation<sup>25</sup> used to calculate the amount payable when a credit event occurs under the terms of a credit derivative contract. [A reference obligation is relevant for obligations that are to be cash settled (on a par-less-recovery basis).]

## 2. Operational requirements for CDS

- a) A CDS contract shall represent a direct claim on the protection seller and shall be explicitly referenced to specific exposure, so that the extent of the cover is clearly defined and incontrovertible.
- b) Other than non-payment by a protection buyer of premium in respect of the credit protection contract, it shall be irrevocable.
- c) There shall be no clause in the contract that shall allow the protection seller unilaterally to cancel the credit cover or that would increase the effective cost of cover as a result of deteriorating credit quality in the hedged exposure.
- d) The CDS contract shall be unconditional; there shall be no clause in the protection contract outside the direct control of the NBFC that could prevent the protection seller from being obliged to pay out in a timely manner in the event that the original counterparty fails to make the payment(s) due.

<sup>23</sup> Please refer to paragraph 2.4 of the [circular IDMD.PCD.No.5053/14.03.04/2010-11 dated May 23, 2011](#).

<sup>24</sup> For the present, only deliverable obligation permitted in terms of guidelines on CDS vide [circular IDMD.PCD.No.5053/14.03.04/2010-11 dated May 23, 2011](#).

<sup>25</sup> Please refer to paragraph 2.4 of the [circular IDMD.PCD.No.5053/14.03.04/2010-11 dated May 23, 2011](#).

- e) The credit events specified by the contracting parties shall at a minimum cover:
- (i) failure to pay the amounts due under terms of the underlying obligation that are in effect at the time of such failure (with a grace period that is closely in line with the grace period in the underlying obligation);
  - (ii) bankruptcy, insolvency or inability of the obligor to pay its debts, or its failure or admission in writing of its inability generally to pay its debts as they become due, and analogous events; and
  - (iii) restructuring of the underlying obligation (as contemplated in the guidelines on CDS issued vide [Circular No.IDMD.PCD.No.5053/14.03.04/2010-11 dated May 23, 2011](#)) involving forgiveness or postponement of principal, interest or fees that results in a credit loss event;
  - (iv) when the restructuring of the underlying obligation is not covered by the CDS, but the other requirements in paragraph 2 are met, partial recognition of the CDS shall be allowed. If the amount of the CDS is less than or equal to the amount of the underlying obligation, 60% of the amount of the hedge can be recognised as covered. If the amount of the CDS is larger than that of the underlying obligation, then the amount of eligible hedge is capped at 60% of the amount of the underlying obligation.
- f) If the CDS specifies deliverable obligations that are different from the underlying obligation, the resultant asset mismatch shall be governed under paragraph (j).
- g) The CDS shall not terminate prior to expiration of any grace period required for a default on the underlying obligation to occur as a result of a failure to pay<sup>26</sup>.
- h) If the protection buyer's right/ability to transfer the underlying obligation to the protection seller is required for settlement, the terms of the underlying obligation shall provide that any required consent to such transfer may not be unreasonably withheld.
- i) The identity of the parties responsible for determining whether a credit event has occurred shall be clearly defined. This determination shall not be the sole

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<sup>26</sup> Definition of maturity – the maturity of the underlying exposure and the maturity of the hedge shall both be defined conservatively. The effective maturity of the underlying shall be gauged as the longest possible remaining time before the counterparty is scheduled to fulfill its obligation, taking into account any applicable grace period.



responsibility of the protection seller. The protection buyer shall have the right/ability to inform the protection seller of the occurrence of a credit event.

j) A mismatch between the underlying obligation and the reference obligation or deliverable obligation is permissible if (1) the reference obligation or deliverable obligation ranks pari passu with or is junior to the underlying obligation, and (2) the underlying obligation and reference obligation or deliverable obligation share the same obligor (i.e. the same legal entity) and legally enforceable cross-default or cross-acceleration clauses are in place.

(k) A mismatch between the underlying obligation and the obligation used for purposes of determining whether a credit event has occurred is permissible if (1) the latter obligation ranks pari passu with or is junior to the underlying obligation, and (2) the underlying obligation and reference obligation share the same obligor (i.e. the same legal entity) and legally enforceable cross-default or cross acceleration clauses are in place.

**3. Treatment of exposures below materiality thresholds** Materiality thresholds on payments below which no payment is made in the event of loss as per the CDS contract, are equivalent to retained first loss positions and shall be assigned risk weight of 667% ( $1/0.15 \times 100$  as minimum CRAR requirement for NBFCs is 15%) for capital adequacy purpose by the protection buyer.

**4. Prudential treatment post-credit event** - In case the credit event payment is not received within the period as stipulated in the CDS contract, the NBFC shall ignore the credit protection of the CDS and reckon the credit exposure on the underlying asset and maintain appropriate level of capital and provisions as warranted for the exposure. On receipt of the credit event payment, (a) the underlying asset shall be removed from the books if it has been delivered to the protection seller; or (b) the book value of the underlying asset shall be reduced to the extent of credit event payment received if the credit event payment does not fully cover the book value of the underlying asset and appropriate provisions shall be maintained for the reduced value.

**5. Capital Adequacy In terms of Non-Banking Financial Company –Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016** risk weights for credit risk for corporate bonds held by NBFCs is 100%. A CDS contract creates a counterparty exposure on the protection seller on account of the credit event payment. In case of hedging of the cash position by CDS, the exposure shall be reckoned on the protection seller subject to the conditions mentioned in para 6 below. NBFCs shall calculate the counterparty credit risk charge for all bought CDS positions as the sum of the current mark-to-market value, (if positive and zero, if MTM is negative) and the potential future exposure.

## **6. Treatment of exposure to the protection seller**

6.1 Exposure to the underlying asset in respect of the hedged exposure shall be deemed to have been substituted by exposure to the protection seller, if the following conditions are satisfied:

a. Operational requirements mentioned in para 2 are satisfied

b. There is no maturity mismatch between the underlying asset and the deliverable obligation. If this condition is not satisfied, then the amount of credit protection to be recognised shall be computed as indicated in paragraph 6.2 below. In all other cases the exposure shall be deemed to be on the underlying asset.

6.2 Risk weights as applicable to the underlying assets shall be applied for the unprotected portion of the exposure. The amount of credit protection shall be adjusted if there are any mismatches between the underlying asset/ obligation and the deliverable asset / obligation with regard to asset or maturity. These are dealt with in detail in the following paragraphs.

6.3 Mismatches The amount of credit protection shall be adjusted if there are any mismatches between the underlying asset/ obligation and the deliverable asset / obligation with regard to asset or maturity.

(i) Asset mismatches: Asset mismatch will arise if the underlying asset is different from the deliverable obligation. Protection shall be reckoned as available to the NBFC only if the mismatched assets meet the requirements specified in paragraph 2 (j) above.

(ii) Maturity mismatches: The NBFC shall be eligible to reckon the amount of protection if the maturity of the credit derivative contract were to be equal to the maturity of the underlying asset. If, however, the maturity of the CDS contract is less than the maturity of the underlying asset, then it shall be construed as a maturity mismatch. In case of maturity mismatch the amount of protection shall be determined in the following manner:

a. If the residual maturity of the credit derivative product is less than three months no protection shall be recognized.

b. If the residual maturity of the credit derivative contract is three months or more protection proportional to the period for which it is available shall be recognised.

When there is a maturity mismatch the following adjustment shall be applied.  
$$P_a = P \times (t - .25) \div (T - .25)$$
 Where:  $P_a$  = value of the credit protection adjusted for maturity mismatch  $P$  = credit protection  $t$  = min (T, residual maturity of the credit protection arrangement) expressed in years  $T$  = min (5, residual maturity of the underlying exposure) expressed in years Example: Suppose the underlying asset is a corporate bond of Face Value of ₹100 where the residual maturity is of 5 years and the residual maturity of the CDS is 4 years. The amount of credit protection is computed as under:  $100 * \{(4-.25) \div (5-.25)\} = 100*(3.75 \div 4.75) = 78.95$  c. Once the residual maturity of the CDS contract reaches three months, protection ceases to be recognised.

6.4 NBFCs as users shall adhere to all the criteria required for transferring the exposures fully to the protection seller in terms of paragraph 6.1 above on an on-going basis so as to qualify for exposure relief on the underlying asset. In case any of these criteria are not met subsequently, the NBFC shall have to reckon the exposure on the underlying asset. Therefore, NBFCs shall restrict the total exposure to an obligor including that covered by way of CDS within an internal exposure ceiling considered appropriate by the Board of the NBFC in such a way that it shall not breach the single / group borrower exposure limit prescribed by RBI. In case of the event of any breach in the single / group borrower exposure limit, the entire exposure in excess of the limit will be risk weighted at 667%. In order to ensure that consequent upon such a treatment, the NBFC shall not breach the minimum capital

requirement prescribed by RBI, it shall keep sufficient cushion in capital in case it assumes exposures in excess of normal exposure limit.

6.5 No netting of positive and negative marked-to-market values of the contracts with the same counterparty shall be allowed for the purpose of complying with the exposure norms.

### **7. General Provisions Requirements**

For the CDS positions of NBFCs, they shall hold general provisions for gross positive marked-to-market values of the CDS contracts.

### **8. Reporting Requirement:**

On a quarterly basis, NBFCs shall report “total exposure” in all cases where they have assumed exposures against borrowers in excess of the normal single / group exposure limits due to the credit protections obtained by them through CDS, guarantees or any other permitted instruments of credit risk transfer, to the Regional Office of Department of Supervision where they are registered.

9. NBFCs shall also disclose in their notes to accounts of balance sheet the details given in annex below:

**Format of Disclosure to be made in the Annual Financial Statements**

(₹ crore)		
1.	No. of transactions during the year	
2.	Amount of protection bought during the year	
3.	No. of transactions where credit event payment was received during the year	
	a) pertaining to current year's transactions	
	b) pertaining to previous year(s)' transactions	
4.	Outstanding transactions as on March 31	
	a) No. of Transactions	
	b) Amount of protection	
5.	Net income / profit (expenditure / loss) in respect of CDS transactions during year-to-date	
	a) premium paid	
	b) Credit event payments received (net of value of deliverable obligation).	

**Guidelines on Private Placement of NCDs (maturity more than 1 year) by NBFCs**

1. NBFCs shall put in place a Board approved policy for resource planning which, inter-alia, shall cover the planning horizon and the periodicity of private placement.

2. The issues shall be governed by the following instructions:

- i. The minimum subscription per investor shall be ₹20,000 (Rupees Twenty thousand);
- ii. The issuance of private placement of NCDs shall be in two separate categories, those with a maximum subscription of less than ₹1 crore and those with a minimum subscription of ₹1 crore and above per investor;
- iii. There shall be a limit of 200 subscribers for every financial year, for issuance of NCDs with a maximum subscription of less than ₹1 crore, and such subscription shall be fully secured;
- iv. There shall be no limit on the number of subscribers in respect of issuances with a minimum subscription of ₹1 crore and above; the option to create security in favour of subscribers shall be with the issuers. Such unsecured debentures shall not be treated as public deposits as defined in these Directions.
- v. An NBFC shall issue debentures only for deployment of funds on its own balance sheet and not to facilitate resource requests of group entities / parent company / associates.
- vi. An NBFC shall not extend loans against the security of its own debentures (issued either by way of private placement or public issue).

3. Tax exempt bonds offered by NBFCs are exempted from the applicability of the circular.

4. For NCDs of maturity upto one year, guidelines on [Issuance of Non-Convertible Debentures \(Reserve Bank\) Directions, 2010, dated June 23, 2010](#), by Internal Debt Management Department, RBI shall be applicable.

**Directions on Managing Risks and Code of Conduct in Outsourcing of  
Financial Services by NBFCs**

**1. Introduction**

1.1 'Outsourcing' is defined as the NBFC's use of a third party (either an affiliated entity within a corporate group or an entity that is external to the corporate group) to perform activities on a continuing basis that would normally be undertaken by the NBFC itself, now or in the future.

'Continuing basis' includes agreements for a limited period.

1.2 NBFCs have been outsourcing various activities and are hence exposed to various risks as detailed in para 5.3. Further, the outsourced activities are to be brought within regulatory purview to a) protect the interest of the customers of NBFCs and b) to ensure that the NBFC concerned and the Reserve Bank of India have access to all relevant books, records and information available with service provider. Typically outsourced financial services include applications processing (loan origination, credit card), document processing, marketing and research, supervision of loans, data processing and back office related activities, besides others.

1.3 Some key risks in outsourcing are Strategic Risk, Reputation Risk, Compliance Risk, Operational Risk, Legal Risk, Exit Strategy Risk, Counterparty Risk, Country Risk, Contractual Risk, Access Risk, Concentration and Systemic Risk. The failure of a service provider in providing a specified service, a breach in security/ confidentiality, or non-compliance with legal and regulatory requirements by the service provider can lead to financial losses or loss of reputation for the NBFC and could also lead to systemic risks.

1.4 It is therefore imperative for the NBFC outsourcing its activities to ensure sound and responsive risk management practices for effective oversight, due diligence and management of risks arising from such outsourced activities. The directions are applicable to material outsourcing arrangements as explained in para 3 which may be entered into by an NBFC with a service provider located in India or elsewhere. The service provider may either be a member of the group/ conglomerate to which the NBFC belongs, or an unrelated party.

1.5 The underlying principles behind these directions are that the regulated entity shall ensure that outsourcing arrangements neither diminish its ability to fulfil its obligations to customers and RBI nor impede effective supervision by RBI. NBFCs, therefore, have to take steps to ensure that the service provider employs the same high standard of care in performing the services as is expected to be employed by the NBFCs, if the activities were conducted within the NBFCs and not outsourced. Accordingly, NBFCs shall not engage in outsourcing that would result in their internal control, business conduct or reputation being compromised or weakened.

1.6 (i) These directions are concerned with managing risks in outsourcing of financial services and are not applicable to technology-related issues and activities not related to financial services, such as usage of courier, catering of staff, housekeeping and janitorial services, security of the premises, movement and archiving of records, etc. NBFCs which desire to outsource financial services would not require prior approval from RBI. However, such arrangements would be subject to on-site/ off- site monitoring and inspection/ scrutiny by RBI.

(ii) In regard to outsourced services relating to credit cards, RBI's detailed instructions contained in its [circular on credit card activities vide DBOD.FSD.BC.49/24.01.011/2005-06 dated November 21, 2005](#) would be applicable.

## **2. Activities that shall not be outsourced**

NBFCs which choose to outsource financial services shall, however, not outsource core management functions including Internal Audit, Strategic and Compliance functions and decision-making functions such as determining compliance with KYC norms for opening deposit accounts, according sanction for loans (including retail loans) and management of investment portfolio. However, for NBFCs in a group/conglomerate, these functions may be outsourced within the group subject to compliance with instructions in Para 6. Further, while internal audit function itself is a management process, the internal auditors can be on contract.

## **3. Material Outsourcing**

For the purpose of these directions, material outsourcing arrangements are those which, if disrupted, have the potential to significantly impact the business operations,



reputation, profitability or customer service. Materiality of outsourcing would be based on:

- the level of importance to the NBFC of the activity being outsourced as well as the significance of the risk posed by the same;
- the potential impact of the outsourcing on the NBFC on various parameters such as earnings, solvency, liquidity, funding capital and risk profile;
- the likely impact on the NBFC's reputation and brand value, and ability to achieve its business objectives, strategy and plans, should the service provider fail to perform the service;
- the cost of the outsourcing as a proportion of total operating costs of the NBFC;
- the aggregate exposure to that particular service provider, in cases where the NBFC outsources various functions to the same service provider and
- the significance of activities outsourced in context of customer service and protection.

#### **4. NBFC's role and Regulatory and Supervisory Requirements**

4.1 The outsourcing of any activity by NBFC does not diminish its obligations, and those of its Board and senior management, who have the ultimate responsibility for the outsourced activity. NBFCs would therefore be responsible for the actions of their service provider including Direct Sales Agents/ Direct Marketing Agents and recovery agents and the confidentiality of information pertaining to the customers that is available with the service provider. NBFCs shall retain ultimate control of the outsourced activity.

4.2 It is imperative for the NBFC, when performing its due diligence in relation to outsourcing, to consider all relevant laws, regulations, guidelines and conditions of approval, licensing or registration.

4.3 Outsourcing arrangements shall not affect the rights of a customer against the NBFC, including the ability of the customer to obtain redress as applicable under relevant laws. In cases where the customers are required to deal with the service providers in the process of dealing with the NBFC, NBFCs shall incorporate a clause in the relative product literature/ brochures, etc., stating that they may use the services of agents in sales/ marketing etc. of the products. The role of agents may be indicated in broad terms.

4.4 The service provider shall not impede or interfere with the ability of the NBFC to effectively oversee and manage its activities nor shall it impede the Reserve Bank of India in carrying out its supervisory functions and objectives.

4.5 NBFCs need to have a robust grievance redress mechanism, which in no way shall be compromised on account of outsourcing.

4.6 The service provider, if not a group company of the NBFC, shall not be owned or controlled by any director of the NBFC or their relatives; these terms have the same meaning as assigned under Companies Act, 2013.

## **5. Risk Management practices for Outsourced Financial Services**

### **5.1 Outsourcing Policy**

An NBFC intending to outsource any of its financial activities shall put in place a comprehensive outsourcing policy, approved by its Board, which incorporates, inter alia, criteria for selection of such activities as well as service providers, delegation of authority depending on risks and materiality and systems to monitor and review the operations of these activities.

### **5.2 Role of the Board and Senior Management**

#### **5.2.1 Role of the Board**

The Board of the NBFC, or a Committee of the Board to which powers have been delegated shall be responsible *inter alia* for the following:

- i. approving a framework to evaluate the risks and materiality of all existing and prospective outsourcing and the policies that apply to such arrangements;
- ii. laying down appropriate approval authorities for outsourcing depending on risks and materiality;
- iii. setting up suitable administrative framework of senior management for the purpose of these directions;
- iv. undertaking regular review of outsourcing strategies and arrangements for their continued relevance, and safety and soundness and
- v. deciding on business activities of a material nature to be outsourced and approving such arrangements.

## **5.2.2 Responsibilities of the Senior Management**

- i. Evaluating the risks and materiality of all existing and prospective outsourcing, based on the framework approved by the Board;
- ii. developing and implementing sound and prudent outsourcing policies and procedures commensurate with the nature, scope and complexity of the outsourcing activity;
- iii. reviewing periodically the effectiveness of policies and procedures;
- iv. communicating information pertaining to material outsourcing risks to the Board in a timely manner;
- v. ensuring that contingency plans, based on realistic and probable disruptive scenarios, are in place and tested;
- vi. ensuring that there is independent review and audit for compliance with set policies and
- vii. undertaking periodic review of outsourcing arrangements to identify new material outsourcing risks as they arise.

## **5.3 Evaluation of the Risks**

The NBFCs shall evaluate and guard against the following risks in outsourcing:

- i. Strategic Risk – Where the service provider conducts business on its own behalf, inconsistent with the overall strategic goals of the NBFC.
- ii. Reputation Risk – Where the service provided is poor and customer interaction is not consistent with the overall standards expected of the NBFC.
- iii. Compliance Risk – Where privacy, consumer and prudential laws are not adequately complied with by the service provider.
- iv. Operational Risk- Arising out of technology failure, fraud, error, inadequate financial capacity to fulfil obligations and/ or to provide remedies.
- v. Legal Risk – Where the NBFC is subjected to fines, penalties, or punitive damages resulting from supervisory actions, as well as private settlements due to omissions and commissions of the service provider.
- vi. Exit Strategy Risk – Where the NBFC is over-reliant on one firm, the loss of relevant skills in the NBFC itself preventing it from bringing the activity back in-house and where NBFC has entered into contracts that make speedy exits prohibitively expensive.

- vii. Counter party Risk – Where there is inappropriate underwriting or credit assessments.
- viii. Contractual Risk – Where the NBFC may not have the ability to enforce the contract.
- ix. Concentration and Systemic Risk – Where the overall industry has considerable exposure to one service provider and hence the NBFC may lack control over the service provider.
- x. Country Risk – Due to the political, social or legal climate creating added risk.

#### **5.4 Evaluating the Capability of the Service Provider**

5.4.1 In considering or renewing an outsourcing arrangement, appropriate due diligence shall be performed to assess the capability of the service provider to comply with obligations in the outsourcing agreement. Due diligence shall take into consideration qualitative and quantitative, financial, operational and reputational factors. NBFCs shall consider whether the service providers' systems are compatible with their own and also whether their standards of performance including in the area of customer service are acceptable to it. NBFCs shall also consider, while evaluating the capability of the service provider, issues relating to undue concentration of outsourcing arrangements with a single service provider. Where possible, the NBFC shall obtain independent reviews and market feedback on the service provider to supplement its own findings.

5.4.2 Due diligence shall involve an evaluation of all available information about the service provider, including but not limited to the following:

- i. past experience and competence to implement and support the proposed activity over the contracted period;
- ii. financial soundness and ability to service commitments even under adverse conditions;
- iii. business reputation and culture, compliance, complaints and outstanding or potential litigation;
- iv. security and internal control, audit coverage, reporting and monitoring environment, business continuity management and
- v. ensuring due diligence by service provider of its employees.

## **5.5 The Outsourcing Agreement**

The terms and conditions governing the contract between the NBFC and the service provider shall be carefully defined in written agreements and vetted by NBFC's legal counsel on their legal effect and enforceability. Every such agreement shall address the risks and risk mitigation strategies. The agreement shall be sufficiently flexible to allow the NBFC to retain an appropriate level of control over the outsourcing and the right to intervene with appropriate measures to meet legal and regulatory obligations. The agreement shall also bring out the nature of legal relationship between the parties - i.e. whether agent, principal or otherwise. Some of the key provisions of the contract shall be the following:

- i. the contract shall clearly define what activities are going to be outsourced including appropriate service and performance standards;
- ii. the NBFC must ensure it has the ability to access all books, records and information relevant to the outsourced activity available with the service provider;
- iii. the contract shall provide for continuous monitoring and assessment by the NBFC of the service provider so that any necessary corrective measure can be taken immediately;
- iv. a termination clause and minimum period to execute a termination provision, if deemed necessary, shall be included;
- v. controls to ensure customer data confidentiality and service providers' liability in case of breach of security and leakage of confidential customer related information shall be incorporated;
- vi. there must be contingency plans to ensure business continuity;
- vii. the contract shall provide for the prior approval/ consent by the NBFC of the use of subcontractors by the service provider for all or part of an outsourced activity;
- viii. it shall provide the NBFC with the right to conduct audits on the service provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the NBFC;
- ix. outsourcing agreements shall include clauses to allow the Reserve Bank of India or persons authorised by it to access the NBFC's documents, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time;

- x. outsourcing agreement shall also include a clause to recognise the right of the Reserve Bank to cause an inspection to be made of a service provider of an NBFC and its books and account by one or more of its officers or employees or other persons;
- xi. the outsourcing agreement shall also provide that confidentiality of customer's information shall be maintained even after the contract expires or gets terminated and
- xii. the NBFC shall have necessary provisions to ensure that the service provider preserves documents as required by law and take suitable steps to ensure that its interests are protected in this regard even post termination of the services.

## **5.6 Confidentiality and Security**

5.6.1 Public confidence and customer trust in the NBFC is a prerequisite for the stability and reputation of the NBFC. Hence the NBFC shall seek to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession of the service provider.

5.6.2 Access to customer information by staff of the service provider shall be on 'need to know' basis i.e., limited to those areas where the information is required in order to perform the outsourced function.

5.6.3 The NBFC shall ensure that the service provider is able to isolate and clearly identify the NBFC's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where service provider acts as an outsourcing agent for multiple NBFCs, care shall be taken to build strong safeguards so that there is no comingling of information / documents, records and assets.

5.6.4 The NBFC shall review and monitor the security practices and control processes of the service provider on a regular basis and require the service provider to disclose security breaches.

5.6.5 The NBFC shall immediately notify RBI in the event of any breach of security and leakage of confidential customer related information. In these eventualities, the NBFC would be liable to its customers for any damages.

## **5.7 Responsibilities of Direct Sales Agents (DSA)/ Direct Marketing Agents (DMA)/ Recovery Agents**

5.7.1 NBFCs shall ensure that the DSA/ DMA/ Recovery Agents are properly trained to handle their responsibilities with care and sensitivity, particularly aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the products on offer, etc.

5.7.2 NBFCs shall put in place a board approved Code of conduct for DSA/ DMA/ Recovery Agents, and obtain their undertaking to abide by the code. In addition, Recovery Agents shall adhere to extant instructions on Fair Practices Code for NBFCs as also their own code for collection of dues and repossession of security. It is essential that the Recovery Agents refrain from action that could damage the integrity and reputation of the NBFC and that they observe strict customer confidentiality.

5.7.3 The NBFC and their agents shall not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the debtors' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

## **5.8 Business Continuity and Management of Disaster Recovery Plan**

5.8.1 An NBFC shall require its service providers to develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. NBFCs need to ensure that the service provider periodically tests the Business Continuity and Recovery Plan and may also consider occasional joint testing and recovery exercises with its service provider.

5.8.2 In order to mitigate the risk of unexpected termination of the outsourcing agreement or liquidation of the service provider, NBFCs shall retain an appropriate level of control over their outsourcing and the right to intervene with appropriate measures to continue its business operations in such cases without incurring prohibitive expenses and without any break in the operations of the NBFC and its services to the customers.

5.8.3 In establishing a viable contingency plan, NBFCs shall consider the availability of alternative service providers or the possibility of bringing the

outsourced activity back in-house in an emergency and the costs, time and resources that would be involved.

5.8.4 Outsourcing often leads to the sharing of facilities operated by the service provider. The NBFC shall ensure that service providers are able to isolate the NBFC's information, documents and records, and other assets. This is to ensure that in appropriate situations, all documents, records of transactions and information given to the service provider, and assets of the NBFC, can be removed from the possession of the service provider in order to continue its business operations, or deleted, destroyed or rendered unusable.

## **5.9 Monitoring and Control of Outsourced Activities**

5.9.1 The NBFC shall have in place a management structure to monitor and control its outsourcing activities. It shall ensure that outsourcing agreements with the service provider contain provisions to address their monitoring and control of outsourced activities.

5.9.2 A central record of all material outsourcing that is readily accessible for review by the Board and senior management of the NBFC shall be maintained. The records shall be updated promptly and half yearly reviews shall be placed before the Board or Risk Management Committee.

5.9.3 Regular audits by either the internal auditors or external auditors of the NBFC shall assess the adequacy of the risk management practices adopted in overseeing and managing the outsourcing arrangement, the NBFC's compliance with its risk management framework and the requirements of these directions.

5.9.4 NBFCs shall at least on an annual basis, review the financial and operational condition of the service provider to assess its ability to continue to meet its outsourcing obligations. Such due diligence reviews, which can be based on all available information about the service provider shall highlight any deterioration or breach in performance standards, confidentiality and security, and in business continuity preparedness.

5.9.5 In the event of termination of the outsourcing agreement for any reason in cases where the service provider deals with the customers, the same shall be publicized by displaying at a prominent place in the branch, posting it on the website, and informing the customers so as to ensure that the customers do not continue to deal with the service provider.



5.9.6 Certain cases, like outsourcing of cash management, might involve reconciliation of transactions between the NBFC, the service provider and its sub-contractors. In such cases, NBFCs shall ensure that reconciliation of transactions between the NBFC and the service provider (and/ or its sub-contractor), are carried out in a timely manner. An ageing analysis of entries pending reconciliation with outsourced vendors shall be placed before the Audit Committee of the Board (ACB) and NBFCs shall make efforts to reduce the old outstanding items therein at the earliest.

5.9.7 A robust system of internal audit of all outsourced activities shall also be put in place and monitored by the ACB of the NBFC.

#### **5.10 Redress of Grievances related to Outsourced Services**

- i. NBFCs shall constitute Grievance Redressal Machinery as contained in RBI's [circular on Grievance Redressal Mechanism vide DNBS.CC.PD.No.320/03.10.01/2012-13 dated February 18, 2013](#). At the operational level, all NBFCs shall display the name and contact details (Telephone/ Mobile nos. as also email address) of the Grievance Redressal Officer prominently at their branches/ places where business is transacted. The designated officer shall ensure that genuine grievances of customers are redressed promptly without involving delay. It shall be clearly indicated that NBFCs' Grievance Redressal Machinery will also deal with the issue relating to services provided by the outsourced agency.
- ii. Generally, a time limit of 30 days may be given to the customers for preferring their complaints/ grievances. The grievance redressal procedure of the NBFC and the time frame fixed for responding to the complaints shall be placed on the NBFC's website.

#### **5.11 Reporting of transactions to FIU or other competent authorities**

NBFCs would be responsible for making Currency Transactions Reports and Suspicious Transactions Reports to FIU or any other competent authority in respect of the NBFCs' customer related activities carried out by the service providers.

### **6. Outsourcing within a Group/ Conglomerate**

6.1 In a group structure, NBFCs may have back-office and service arrangements/ agreements with group entities e.g. sharing of premises, legal and other professional services, hardware and software applications, centralize back-office functions,

outsourcing certain financial services to other group entities, etc. Before entering into such arrangements with group entities, NBFCs shall have a Board approved policy and also service level agreements/arrangements with their group entities, which shall also cover demarcation of sharing resources i.e. premises, personnel, etc. Moreover the customers shall be informed specifically about the company which is actually offering the product/service, wherever there are multiple group entities involved or any cross selling observed.

6.2 While entering into such arrangements, NBFCs shall ensure that these:

- a. are appropriately documented in written agreements with details like scope of services, charges for the services and maintaining confidentiality of the customer's data;
- b. do not lead to any confusion to the customers on whose products/services they are availing by clear physical demarcation of the space where the activities of the NBFC and those of its other group entities are undertaken;
- c. do not compromise the ability to identify and manage risk of the NBFC on a stand-alone basis;
- d. do not prevent the RBI from being able to obtain information required for the supervision of the NBFC or pertaining to the group as a whole; and
- e. incorporate a clause under the written agreements that there is a clear obligation for any service provider to comply with directions given by the RBI in relation to the activities of the NBFC.

6.3 NBFCs shall ensure that their ability to carry out their operations in a sound fashion would not be affected if premises or other services (such as IT systems, support staff) provided by the group entities become unavailable.

6.4 If the premises of the NBFC are shared with the group entities for the purpose of cross-selling, NBFCs shall take measures to ensure that the entity's identification is distinctly visible and clear to the customers. The marketing brochure used by the group entity and verbal communication by its staff/ agent in the NBFCs premises shall mention nature of arrangement of the entity with the NBFC so that the customers are clear on the seller of the product.

6.5 NBFCs shall not publish any advertisement or enter into any agreement stating or suggesting or giving tacit impression that they are in any way responsible for the obligations of its group entities.

6.6 The risk management practices expected to be adopted by an NBFC while outsourcing to a related party (i.e. party within the Group / Conglomerate) would be identical to those specified in Para 5 of this directions.

## **7. Offshore outsourcing of Financial Services**

7.1 The engagement of service providers in a foreign country exposes an NBFC to country risk - economic, social and political conditions and events in a foreign country that may adversely affect the NBFC. Such conditions and events could prevent the service provider from carrying out the terms of its agreement with the NBFC. To manage the country risk involved in such outsourcing activities, the NBFC shall take into account and closely monitor government policies and political, social, economic and legal conditions in countries where the service provider is based, both during the risk assessment process and on a continuous basis and establish sound procedures for dealing with country risk problems. This includes having appropriate contingency and exit strategies. In principle, arrangements shall only be entered into with parties operating in jurisdictions generally upholding confidentiality clauses and agreements. The governing law of the arrangement shall also be clearly specified.

7.2 The activities outsourced outside India shall be conducted in a manner so as not to hinder efforts to supervise or reconstruct the India activities of the NBFC in a timely manner.

7.3 As regards the offshore outsourcing of financial services relating to Indian Operations, NBFCs shall additionally ensure that

- a) Where the off-shore service provider is a regulated entity, the relevant off-shore regulator will neither obstruct the arrangement nor object to RBI inspection visits/ visits of NBFCs internal and external auditors.
- b) The availability of records to management and the RBI will withstand the liquidation of either the offshore custodian or the NBFC in India.
- c) The regulatory authority of the offshore location does not have access to the data relating to Indian operations of the NBFC simply on the ground that the processing is being undertaken there (not applicable if offshore processing is done in the home country of the NBFC).

- d) The jurisdiction of the courts in the offshore location where data is maintained does not extend to the operations of the NBFC in India on the strength of the fact that the data is being processed there even though the actual transactions are undertaken in India and
- e) All original records continue to be maintained in India.

## **Regulatory Guidance on Implementation of Indian Accounting Standards by NBFCs<sup>27</sup>**

The responsibility of preparing and ensuring fair presentation of the financial statements of the NBFC vests primarily with its Board of Directors. The Reserve Bank, expects a high quality implementation of Ind AS which will require detailed analysis, application of judgment and detailed documentation to support judgments. These guidelines focus on the need to ensure consistency in the application of the accounting standards in specific areas, including asset classification and provisioning, and provide clarifications on regulatory capital in the light of Ind AS implementation. It may be noted that these instructions and guidelines relate to specific prudential aspects of Ind AS implementation by NBFCs and are not meant to provide a comprehensive commentary on the accounting standards or comprehensive technical interpretation of the standards, nor intended to cover all possible situations. Accordingly, with respect to matters not dealt with in this Annex, NBFCs are required to refer to the notified accounting standards, application guidance, educational material and other clarifications issued by the Institute of Chartered Accountants of India (ICAI).

### **1. Governance Framework**

- (a) In view of the criticality of the nature of the business model in determining the classification of financial assets and restrictions on subsequent reclassification, NBFCs are advised to put in place Board approved policies that clearly articulate and document their business models and portfolios. NBFCs shall also articulate the objectives for managing each portfolio.
- (b) NBFCs shall frame their policy for sales out of amortised cost business model portfolios and disclose the same in their notes to financial statements.
- (c) The Reserve Bank expects the Board of Directors to approve sound methodologies<sup>28</sup> for computation of Expected Credit Losses(ECL) that address policies, procedures and controls for assessing and measuring credit risk on all

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<sup>27</sup> NBFCs that are required to implement Ind AS in terms of Companies (Indian Accounting Standards) Rules, 2015 as amended from time to time

<sup>28</sup> NBFCs may draw reference to Guidance on Credit Risk and Accounting for Expected Credit Losses issued by Basel Committee on Banking Supervision (BCBS) in December 2015, which is structured around 11 principles out of which first eight principles deal with supervisory guidance and inter-alia cover Board/Senior Management's responsibilities, adoption of sound methodologies for credit risk measurement, disclosure requirements etc.

lending exposures, commensurate with the size, complexity and risk profile specific to the NBFC. The parameters and assumptions considered as well as their sensitivity to the ECL output should be documented. NBFCs are advised to not make changes in the parameters, assumptions and other aspects of their ECL model for the purposes of profit smoothing. The rationale and justification for any change in the ECL model should be documented and approved by the Board. Similarly, any adjustments to the model output (i.e. a management overlay) should be approved by the Audit Committee of the Board (ACB) and its rationale and basis should be clearly documented.

- (d) Ind AS 109 does not explicitly define default<sup>29</sup>, but requires entities to define default in a manner consistent with that used for internal credit risk management. It is recommended that the definition of default adopted for accounting purposes is guided by the definition used for regulatory purposes. The ACB should approve the classification of accounts that are past due beyond 90 days but not treated as impaired, with the rationale for the same clearly documented. Further, the number of such accounts and the total amount outstanding and the overdue amounts should be disclosed in the notes to the financial statements.
- (e) Regardless of the way in which the NBFC assesses significant increase in credit risk, there is a rebuttable presumption under Ind AS 109 that the credit risk on a financial asset has increased significantly since initial recognition when contractual payments are more than 30 days past due. Ind AS 109 also permits that an NBFC can rebut this presumption if it has reasonable and supportable information that demonstrates that the credit risk has not increased significantly since initial recognition even though the contractual payments are more than 30 days past due. NBFCs should educate their customers on the need to make payments in a timely manner. However, in limited circumstances, where NBFCs do rebut the presumption, it should be done only with clear documentation of the justification for doing so. All such cases shall be placed

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<sup>29</sup> Para B5.5.37 of Ind AS 109 states that "...an entity shall apply a default definition that is consistent with the definition used for internal credit risk management purposes for the relevant financial instrument and consider qualitative indicators (for example, financial covenants) when appropriate. However, there is a rebuttable presumption that default does not occur later than when a financial asset is 90 days past due unless an entity has reasonable and supportable information to demonstrate that a more lagging default criterion is more appropriate. The definition of default used for these purposes shall be applied consistently to all financial instruments unless information becomes available that demonstrates that another default definition is more appropriate for a particular financial instrument."

before the ACB. NBFCs shall not defer the recognition of significant increase in credit risk for any exposure that is overdue beyond 60 days.

## **2. Prudential Floor for ECL**

- (a) NBFCs shall hold impairment allowances as required by Ind AS. In parallel, NBFCs shall also maintain the asset classification and compute provisions as per extant prudential norms on Income Recognition, Asset Classification and Provisioning (IRACP) including borrower/beneficiary wise classification, provisioning for standard as well as restructured assets, NPA ageing, etc. A comparison (as per the template in **Appendix**) between provisions required under IRACP and impairment allowances made under Ind AS 109 should be disclosed by NBFCs in the notes to their financial statements to provide a benchmark to their Boards, RBI supervisors and other stakeholders, on the adequacy of provisioning for credit losses.
- (b) Where impairment allowance under Ind AS 109 is lower than the provisioning required under IRACP (including standard asset provisioning), NBFCs shall appropriate the difference from their net profit or loss after tax to a separate 'Impairment Reserve'. The balance in the 'Impairment Reserve' shall not be reckoned for regulatory capital. Further, no withdrawals shall be permitted from this reserve without prior permission from the Department of Supervision, RBI.
- (c) The requirement for 'Impairment Reserve' shall be reviewed, going forward.

## **3. Computation of Regulatory Capital and Regulatory Ratios**

- (a) In determining 'owned funds', 'net owned funds' and 'regulatory capital', NBFCs shall be guided by the following:
  - i) Any net unrealised gains arising on fair valuation of financial instruments, including such gains arising on transition to Ind AS, should not be included in owned funds whereas all such net losses should be considered. In determining the net unrealised gains for reduction from owned funds, NBFCs should categorise financial assets measured at fair value into two categories viz.
    - A. Investments in shares of other NBFCs and in shares, debentures, bonds, etc. in Group companies that are required to be reduced while

determining Tier I Capital as defined in paragraph 2(xxxii) of these Directions ; and

#### B. Others

While netting may be done within the aforementioned categories, net gains from one category should not be offset against losses in the other category. Unrealized gains/losses shall be considered net of the effect of taxation.

- ii) Any unrealised gains or losses recognised in equity due to (a) own credit risk and (b) cash flow hedge reserve shall be derecognised while determining owned funds.
- iii) The unrealised gain/loss on a derivative transaction undertaken for hedging may be offset against the unrealised loss/gain recognized in the capital (either through Profit or Loss or through Other Comprehensive Income) on the corresponding underlying hedged instrument. If after such offset and netting with unrealised gains/losses on other financial instruments, there are still net unrealised gains, the same should be excluded from regulatory capital.
- iv) Since unrealised gains on category A have been excluded in computation of owned fund, NBFCs shall reduce the lower of acquisition cost or fair value of investments/advances in subsidiaries/other group companies and other NBFCs while determining Tier I capital as specified in paragraph 2(xxxii) of the aforementioned Master Directions. Net unrealised gains on Category B (i.e. 'Others') to the extent they have been excluded in regulatory capital, shall also be reduced from risk weighted assets.
- v) Where NBFCs use fair value as deemed cost at the date of transition with respect to Property, Plant and Equipment (PPE) in terms of Ind AS 101, and the difference between the deemed cost and the current carrying cost is adjusted directly in retained earnings, any fair value gains upon such transition shall be reckoned as Tier II capital for NBFCs at a discount of 55 percent.
- vi) 12 month expected credit loss (ECL) allowances for financial instruments i.e. where the credit risk has not increased significantly since initial recognition,



shall be included under general provisions and loss reserves in Tier II capital within the limits specified by extant regulations. Lifetime ECL shall not be reckoned for regulatory capital (numerator) while it shall be reduced from the risk weighted assets.

- vii) Securitised assets not qualifying for de-recognition under Ind AS due to credit enhancement given by the originating NBFC on such assets shall be risk weighted at zero percent. However, the NBFC shall reduce 50 per cent of the amount of credit enhancement given from Tier I capital and the balance from Tier II capital.
- (b) Regulatory ratios, limits and disclosures shall be based on Ind AS figures. Impaired assets and restructured assets shall be considered as non-performing assets (NPA) for calculation of NPA ratios.

**Appendix**

**Template for Disclosure in Notes to Financial Statements**

Asset Classification as per RBI Norms	Asset classification as per Ind AS 109	Gross Carrying Amount as per Ind AS	Loss Allowances (Provisions) as required under Ind AS 109	Net Carrying Amount	Provisions required as per IRACP norms	Difference between Ind AS 109 provisions and IRACP norms
(1)	(2)	(3)	(4)	(5)=(3)-(4)	(6)	(7) = (4)-(6)
<b>Performing Assets</b>						
Standard	Stage 1					
	Stage 2					
Subtotal						
<b>Non-Performing Assets (NPA)</b>						
Substandard	Stage 3					
Doubtful - up to 1 year	Stage 3					
1 to 3 years	Stage 3					
More than 3 years	Stage 3					
Subtotal for doubtful						
Loss	Stage 3					
Subtotal for NPA						
Other items such as guarantees, loan commitments, etc. which are in the scope of Ind AS 109 but not covered under current Income Recognition, Asset Classification and Provisioning (IRACP) norms	Stage 1					
	Stage 2					
	Stage 3					
Subtotal						
<b>Total</b>	<b>Stage 1</b>					
	<b>Stage 2</b>					
	<b>Stage 3</b>					
	<b>Total</b>					

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