

## Co-Lending by Bank & NBFCs/HFC

### 1. Background -

1.1 As per RBI direction, Bank has formulated a Board approved policy for entering into CLM and placed the approved policy on the Bank website. Based on the approved policy, a Master agreement shall be entered into between the two partner institutions (Bank and NBFC/HFC) which shall inter-alia include, terms and conditions of the arrangement, the criteria for selection of partner institutions, the specific product lines and areas of operation, along with provisions related to segregation of responsibilities as well as customer interface and protection issues.

1.2 In terms of Co-lending guidelines, bank have two options under the co-lending mechanism as under:

**Option 1:** There will be a prior irrevocable commitment on the part of the Bank to mandatorily take its share of the individual loans in its books originated and sanctioned by the NBFC. For this, anex-antedue diligence process/parameters need to be put in place beforehand, which will be recorded in the Master Agreement. The process under this Option 1 will be done through Rule engine (mechanism not involving manual intervention).

**Option 2:** Bank can exercise its discretion to take or reject its share of loans originated and sanctioned by NBFC subject to Bank's due diligence. If the Bank exercises its discretion, the arrangement will be akin to a Direct Assignment (DA) transaction for which Minimum Holding Period (MHP) will not be applicable, in terms of Co-lending model guidelines of RBI.

All loan products which are processed through digital cum physical assist mode exercising proper due diligence, will be covered under the discretionary option. For the purpose of due diligence, the product parameters for such loans will be crystallized beforehand, recorded in the Master Agreement and would be covered under the Direct Assignment (DA) route.

1.3 In terms of the CLM, the banks are permitted to Co-lend with all registered NBFC (including HFCs) based on a prior agreement. The co-lending bank will take its share of the individual loans on a back-to-back basis in their books. However, NBFC/HFCs shall be required to retain a minimum of 20% share of the individual loans in their books.

1.4 The banks can claim priority sector status in respect of their share of credit while engaging in the CLM adhering to the specified conditions.

1.5 In terms of the guidelines issued by RBI, the Policy on Co-lending by Bank and NBFC/HFCs to priority sector & others is framed by the Bank and detailed guidelines are enumerated in this policy document.

## 2. Eligible Entities for Co-Lending Model (CLM):

2.1 CLM is applicable to all Scheduled Commercial Banks (excluding Regional Rural Banks, Urban Co-operative Bank, Small Finance Banks and Local Area banks) and all registered NBFCs (including HFCs) for providing competitive credit to priority sector. An application form has been formulated for taking maximum details from NBFC/HFC desirous of having CLM with our Bank as per prescribed format.

2.2 In terms of the CLM, the banks are permitted to co-lend with all the registered NBFCs including HFCs based on a prior agreement. However, Banks are not allowed to enter into Co-lending agreement with an NBFC/HFC belonging to the promoter group.

2.3 The Master Agreement shall be entered into by the bank and NBFC/HFCs for implementing the CLM may provide either for the bank to mandatorily take their share of the individual loans as originated by the NBFC/HFC in their books or retain the discretion to reject certain loans subject to its due diligence. The bank will take share of the individual loans on a back-to-back basis in the books.

a. If the Agreement entails a prior, irrevocable commitment on the part of the bank to take into its books its share of the individual loans as originated by the NBFC/HFC, the arrangement must comply with the extant guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Bank issued vide RBI/2014-15/497/DBR.No.BP.BC.76/21.04.158/2014-15 dated March 11, 2015 and updated from time to time. In particular, the partner bank and NBFC/HFC shall have to put in place suitable mechanisms for ex-ante due diligence by the bank as the credit sanction process cannot be outsourced under the extant guidelines.

b. The bank shall also be required to comply with the Master Directions - Know Your Customer (KYC) Direction, 2016, issued vide RBI/DBR/2015-16/18 Master Direction DBR.AML.BC. No.81/14.01.001/2015-16 dated February 25, 2016 and updated from time to time, which already permit regulated entities, at their option, to rely on customer due diligence done by a third party, subject to specified conditions.

i. Accordingly, the sourcing of the loan / KYC is to be done by NBFC. NBFC shall adhere to applicable KYC / Anti-Money Laundering (AML) guidelines as per extant norms in respective organization as prescribed by Department of Banking Regulation / Department of Non-Banking Regulation. As per RBI direction (Para 14 of Master Direction of KYC vide Master Direction DBR.AML.BC. No.81/14.01.001/2015-16 updated 29 May, 2019), for the purpose of verifying the identity of customers at the time of commencement of an account-based relationship Bank may at their option, rely on customer due diligence done by a third party (here NBFC), subject to the following conditions to be ensured by NBFC.

- ii. Records or the information of the customer due diligence carried out by the third party i.e. NBFC is to be provided to Bank within two days by NBFC or from the Central KYC Records Registry.
  - iii. Adequate steps are taken by NBFC to satisfy themselves that copies of identification data and other relevant documentation relating to the customer due diligence requirements shall be made available from the NBFC upon request without delay.
  - iv. The NBFC is regulated, supervised or monitored for, and has measures in place for, compliance with customer due diligence and record-keeping requirements in line with the requirements and obligations under the PML Act.
  - v. The NBFC shall not be based in a country or jurisdiction assessed as high risk.
  - vi. The ultimate responsibility for customer due diligence and undertaking enhanced due diligence measures, as applicable, will be with the NBFC.
  - vii. Undertaking in the aforesaid regard will be taken from NBFC at the time of tie-up arrangement as mutually agreed between NBFC and Bank.
  - viii. Our Bank shall share products, prescribed minimum threshold viz. CIBIL etc. (or other CICs equivalent score if any) with NBFC in order to align their customer identification with our Bank.
  - ix. In addition to the aforesaid guidelines of this para our Bank officials will also carry out KYC/Due diligence of the borrower.
- c. However, if the bank exercises its discretion regarding taking into its books the loans originated by NBFC/HFC as per the Agreement, the arrangement will be akin to a direct assignment transaction. Accordingly, the taking over bank shall ensure compliance with all the requirements in terms of Guidelines on Transactions Involving Transfer of Assets through Direct Assignment of Cash Flows and the Underlying Securities issued vide RBI/2011-12/540 DBOD.No.BP. BC-103/21.04.177/2011-12 dated May 07, 2012 and RBI//2012- 13/170 DNBS. PD. No. 301/3.10.01/2012-13 August 21, 2012 respectively, as updated from time to time, with the exception of Minimum Holding Period (MHP) which shall not be applicable in such transactions undertaken in terms of this CLM.
  - d. The MHP exemption shall be available only in cases where the prior agreement between the banks and NBFC/HFCs contains a back-to-back basis clause and complies with all other conditions stipulated in the guidelines for direct assignment.
- 2.4 Banks shall not be allowed to enter into co-lending arrangement with an NBFC/HFC belonging to the promoter Group.

### **3. Parameters to be considered**

While entering into any CLM with NBFC/HFC, NBFC/HFC has to ensure that following parameters are complied by them.

- i. Policies, Processes and Systems - Policies such as Credit Policy, Collateral Management Policy that drive the underwriting and disbursal standards in NBFC/HFC should be well documented. Systems should in place to ensure compliance with the policies, use of technology to track loans and repayment, recoveries, asset values etc., should be in place.
- ii. Risk Management - The risk management, sanctioning and underwriting practices (including asset specific practices), write-off and provisioning norms in NBFC/HFC should be in place. In addition to the board supervision there should be a subcommittee of the board looking after robust risk management. NBFC/HFC should have a permanent Chief Risk Officer (CRO).
- iii. Management and Governance / Business Continuity Plan - The technical and management experience of key personnel of NBFCs/HFC, the ownership of the NBFC/HFC, presence of independent directors, level of corporate governance, robust Business Continuity Plan in NBFC/HFC needs to be in place.

### **4. Financial parameters**

Also on financial front, Bank (the concerned business vertical) will consider analysis of the Financial Performance of the NBFC/HFC on the following parameters

- i. Capital - Sources of capital, Tier I and Tier II capital, Capital Adequacy
- ii. Earnings - Net Interest Income, Profitability, Cost of Funds and Return on Assets, Non-Interest, Income, Provisioning level.
- iii. Assets - Types of Assets, Growth, and Asset Quality measures such as NPA ratios, delinquency profile, and incremental growth in NPA.
- iv. Liabilities - Sources of Funds, Asset-Liability Gap Risks, CASA in case of Banks.

### **5. Customer related issues**

- i. The NBFC/HFC shall be the single point of interface for the customers and shall enter into a loan agreement with the borrower, which shall clearly contain the features of the arrangement and the roles and responsibilities of NBFC/HFCs and bank.
- ii. All the details of the arrangement shall be disclosed to the customers upfront and their explicit consent shall be taken.

- iii. The extant guidelines relating to customer service and fair practices code and the obligations enjoined upon the banks and NBFC/HFCs therein shall be applicable mutatis mutandis in respect of loans given under the arrangement.
- iv. The NBFC/HFC should be able to generate a single unified statement of the customer, through appropriate information sharing arrangements with the bank.
- v. With regard to grievance redressal, suitable arrangement must be put in place by the co-lenders to resolve any complaint registered by a borrower with the NBFC/HFC within 30 days, failing which the borrower would have the option to escalate the same with the concerned Banking Ombudsman/Ombudsman for NBFC/HFCs or the Customer Education and Protection Cell (CEPC) in RBI.
- vi. **Interest rates and Chargeability:** The ultimate borrower may be charged an all-inclusive interest rate as may be agreed upon by both the lenders conforming to the extant guidelines applicable to both.

The Interest rate applicable to borrowers under CLM arrangement shall be linked to Card rate or rate negotiated with NBFC. However, the interest rate shall not be below EBLR/MCLR based on the category of advance.

## **6. Sharing of Risks and Rewards**

Minimum 20% of the credit risk by way of direct exposure shall be on NBFC's/HFC's books till maturity and the balance will be on Bank's books. Considering the 20% minimum skin-in-the-game, the key consideration for the NBFCs/HFCs will be the fact that there is no seasoning requirement in case of lending. The NBFCs/HFCs shall give an undertaking that its contribution towards the loan amount is not funded out of borrowing from Our Bank or any other group company / subsidiary of our Bank. Source of contribution towards co-lending shall be disclosed to the Bank before sanction with proper evidence. Simultaneously Bank will also explore the possibility of obtaining CA certificate from a CA as mutually agreed between NBFC/HFC and Bank to this effect.

## **7. Priority Sector Status**

The Bank will claim priority sector status in respect of our share of credit while engaging in the co-lending arrangement. However, the priority sector assets on Bank's books should at all times be without recourse to the NBFC.

## **8. Margin**

Margin as stipulated by our bank in different schemes like housing loan/MSME loan etc., need to be followed by NBFC/HFC also for their share of minimum 20% of the loan amount to order to maintain uniformity in appraisal and assessment.

## **9. Common Account / Management Information System**

- 9.1 As per RBI defined mechanism regarding loan balances, the NBFC/Bank shall maintain individual borrower's accounts and should also be able to generate and share a single unified statement to the customer, through appropriate sharing of required information with the Bank/ NBFC.
- i. Borrower will be offered a single account to be maintained in core lending solution of NBFC. This particular account is to be used as "Touch Point" of the customer in NBFC. This account will be just reflection (shadow) of the loan accounts being maintained at individually at NBFC/Bank. The transaction in the shadow account will be updated based on the sanction/disbursement/collection data shared by Bank with NBFC or individually on maximum T+2 basis. All information of this account is not to be reported to CICs as its just dummy in nature and a reflection of the collective data of Bank/NBFC.
  - ii. Bank and NBFC will be maintaining respective individual account (their own share) in their core banking/lending solutions. This account will use as monitoring purpose only. This account will be reported to CICs respectively by Bank/NBFC as per set mechanism. NBFC to make borrower aware of this mechanism at the time of conveying sanction to borrower.

## **10. Monitoring of end-use of loan**

NBFC shall obtain a certification on "End-use of loan" loan which will be shared with the Bank for record-keeping. The same is to be supported by statement of a/c reflecting payment to supplier envisage during sanction of loan and tax invoice issued by the said supplier. If any instance is noticed that funds are used for the transactions not related to the business of the borrower for which Term Loan is allowed to the borrower, the NBFC to recall the credit facility.

## **11. Monitoring & Recovery**

- 11.1 Annual review of the portfolio of NBFC/HFCs shall be undertaken by respective vertical based on the sectoral exposure before extending any fresh or additional lending.
- 11.2 RBI has mandated to create a framework for day to day monitoring and recovery of the loan as per mutually agreed terms. In view of the same we hereby propose following modalities.
- i. NBFCs/HFCs shall ensure that their Board approved policy for Recovery is in place with regard to Code of Conduct by field staff and systems for their recruitment, training and supervision.
  - ii. The data of our share in co-lending will be available with us and as all the parameters will be equivalent to the individual account being maintained at NBFC, and sign of stress in the account will also exist in the account of the NBFC also and subsequently being reflected in dummy account being maintained for customer interface also.

- iii. The bank will monitor on an ongoing basis and in timely manner performance of the borrower (our share). An alert will be given to NBFC in case of any delinquency observed to contact the borrower for repayment of dues etc. A mechanism will be developed by DIT wherein in case of stress in the individual account a letter/alert is generated in addressed to respective NBFC for the overdue/stress in the account. An independent follow up may also be made by the Bank for recovery of dues.
  - iv. The monthly feedback report from the NBFC shall provide such information to facilitate timely detection of signs of weaknesses in individual accounts and identification of non-performing borrowers. The report shall provide exposure type, the percentage of loans in more than 30/60/90 days past due etc. NBFC will share this report respective vertical for a class of asset, verticals will share the same with ZH/RH for onward information.
  - v. Depending upon the size of the portfolio, credit monitoring procedures with suitable modification as suggested by Bank time to time may include verification of the information submitted by borrower to NBFC by the bank's concurrent or internal auditors. The agreement with the originator shall provide for such verifications by the auditors of the bank. All relevant information and audit reports should be available for verification by the officials of Banks.
  - vi. In case of any restructuring of the loan during standard / NPA category, the same shall be approved as per extant guidelines on delegation for restructuring.
- 11.3 The Sanctioning Authorities at various levels, after sanction of credit proposals, have to report all their sanctions in M-27 statement along with details of the individual loans as per extant guidelines in Credit monitoring policy.

## **12. Collection & Recovery through Escrow Account**

- a. Monitoring and recovery will be done by the NBFC/ HFC.
- b. Recovery effected will be credited the same day by NBFC to the Collection account with the Bank. Under special exigencies, NBFC can credit maximum on a T+1 basis.
- c. NBFC shall share the MIS giving details of individual account numbers and amount to be credited as per mutually agreed terms.
- d. Credit from current account, to individual loan accounts will normally be afforded the same day or with value date on T+1 basis from the date of deposit by NBFC in current Account.
- e. The recovered amount will be credited into the individual loan accounts of the borrowers maintained with the Bank & NBFC's share of recovered amount will be credited accordingly as per the agreed terms.
- f. Close monitoring of Collection Account to be done by the Designated Branch to ensure that these accounts are reconciled on daily/ periodical basis.
- g. An oversight of these accounts will be done by the respective credit vertical to ensure that the payments are adjusted on T+1 basis (with value date).

### **13. NPA Management**

- a. As permitted under Co-lending, Banks and NBFCs can adhere to the asset classification and provisioning requirements as per the respective regulatory guidelines applicable to each of them.
- b. Designated Branch will identify the overdue accounts as per Bank's present IRAC status and advise the NBFC to follow up and make recoveries for regularizing these overdue accounts.
- c. Designated Branch to initiate following steps, once an individual loan account is classified as NPA as per the IRAC norms of the Bank:
  - i. Check the correctness of Principal outstanding and status of application of interest and also status of A/c with NBFC.
  - ii. Obtain monthly follow up report from NBFC stating reason for NPA and status of action taken thereof.
  - iii. Conduct monthly meeting with Collection/Recovery team of NBFC.
  - iv. Overall responsibility for control and monitoring of these Co-lent loans, maintaining asset quality shall remain with respective credit vertical.
  - v. In case loan outstanding in NPA account is up to Rs 20 lakh, designated branch has to initiate action and serve notice under SARFAESI Act (wherever applicable) as per Bank's extant guidelines (for any clarity services of Legal Services Division to be obtained).
  - vi. In case of loan outstanding is above Rs 20 lakh, action under SARFAESI Act (wherever applicable) will be initiated by NBFC. Branch to obtain the copies of 13 (2), 13 (4) and other related papers from the Co-lender within 15 days from date of initiation of action in NPA account.
- d. Under no circumstances NBFC can unilaterally enter into compromise/settlement or write off process in respect of co-lent loans including his own share. In respect of NPA accounts where recovery aspect is bleak, only Bank can initiate such process as per Bank's extant guidelines with the help of NBFCs.

### **14. General Guidelines on KYC & Account Opening**

- a. For opening of loan account, CIF number is to be generated.
- b. KYC Guidelines in terms of RBI circular no RBI. /DBR/2015-16/18 Master Direction DBR.AML.BC. No.81/14.01.001/2015-16 dated 25.02.2016 and updated from time to time should be adhered by bank and NBFC.
- c. The ultimate responsibility for customer due diligence and undertaking enhanced due diligence measures, as applicable, will be with the Bank as the Regulated Entity (RE).
- d. The NBFCs will need to share the KYC documents with the Bank along with CKYC details wherever applicable/available.
- e. To facilitate account opening NBFC can also use video KYC functionalities whenever the facility is made available.
- f. **Reconciliation of Bank Accounts:** NBFC should reconcile its mirror account(s) with Bank account(s) on a monthly basis and reconciliation statement should be submitted to the Designated Branch. Appropriate action should be taken to reconcile the account(s) if

there is a difference. An overall monitoring of reconciliation of these accounts will be done by respective credit vertical.

**g. Checklist for compliance in case of Property is taken as security:**

- i. NBFC has to confirm that there is no prior encumbrance on the property proposed to be mortgaged through CERSAI search.
- ii. In case of all loans, where SARFAESI compliant property taken as primary/collateral security, only those accounts will be accepted for appraisal where NBFC has ensured meticulous compliance of the procedure on Bank's prescribed format.
- iii. Valuation of security shall be as per extant guidelines.
- iv. Equitable/Registered Mortgage of the property has been done by NBFC.
- v. If any fraud angle is suspected, NBFC to be advised to go for Property verification, obtention of NEC and Title search/ verification report immediately.