



Ref.No.NB.DoR/349/A.1.Gen/2022-23

Circular No.NB. 123 /DoR-46 /2022

31 May 2022

Chairman
All RRBs

Chairman and Managing Director
All Sponsor Banks of RRBs

Dear Sir/Madam

Provision of Short term refinance by NABARD to Regional Rural Banks for financing various purposes under Short Term (Others) – Operational Guidelines for the year 2022-23 @ Floating Interest Rate

Please refer to our Circular No. 85 /DOR- 32 /2022 dated 04 May 2022 communicating operational guidelines for the year 2022-23 for sanction of consolidated ST (Others) limits to Regional Rural Banks (RRBs) for financing, certain approved purposes other than SAO such as marketing of crops etc., on the basis of Realistic Lending Program for respective purposes.

2. Keeping in view the requirements of RRBs, a flexibility in the RoI is being introduced wherein the bank will have the option of availing refinance at floating rates, the details of which is given in the annexure.
3. RBs may arrange to forward their applications for sanction of ST (Others) credit limits as per the prescribed proforma, complete in all respects, to the concerned Regional Offices of NABARD immediately, to facilitate timely sanction of limits for the year 2022-23.
4. Please acknowledge receipt of this circular to our respective Regional Office.

Yours faithfully

(V K Sinha)
Chief General Manager

Encl : As above

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

पुनर्वित्त विभाग

प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 26539325 • फ़ैक्स: +91 22 26530090 • ई मेल: dor@nabard.org
Department of Refinance

Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 26539325 • Fax: +91 22 26530090 • E-mail: dor@nabard.org

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General Terms and Conditions – RRBs

1. Operative period of ST (Others) limit

The operative period of ST (Others) limit for the year 2022-23 would be from 01.04.2022 to 31.03.2023.

2. Sanction of consolidated limit

- a. A consolidated limit under ST (Others) will be sanctioned to RRBs under Sec. 21(1)(i) to (v) read with Sec 21(4) of the NABARD Act, 1981 against the DPN executed by RRBs
- b. RRBs have to declare in writing, at the time of each drawal that the drawal preferred and the refinance already availed are against the loans provided by RRBs and are covered by adequate non-overdue loans.

3. Eligibility norms

3.1. Audit

The Audit of RRBs for the year 2020-21 should have been completed and the relative audit reports along with financial statements should have been submitted to the concerned Regional Office of NABARD.

The audit of RRBs for 2021-22 should be completed and the report submitted to concerned Regional Office of NABARD by 30.06.2022.

Eligibility criteria for sanction and drawal of refinance up to 30 June 2022 will be based on their audited financial position as on 31.03.2021 or 31.03.2022 (if audited position as on 31.03.2022 is available). From 1st July 2022 onwards eligibility criteria will be based on their audited financial position as on 31.03.2022.

Sanction/Drawals of refinance on or after 01.07.2022 will be permitted only to such RRBs which have completed the audit and submitted the relevant audit report to the concerned RO of NABARD subject to satisfactory position regarding the eligibility norms.

3.2 Internal Risk Rating by NABARD

3.2.1 RRBs having internal Risk rating of NBD 1 to NBD 7 will be eligible for refinance under ST(Others)

3.2.2 Risk rating will be assessed based on the financial as indicated in the **statutory audit report**. However, in the event of any variation between the audit report and the Inspection Report of NABARD, the latter will be reckoned for risk rating.

4. Quantum of refinance

NABARD will sanction consolidated credit limits to RRBs based on their realistic lending program for eligible purposes. (Marketing of crops / other approved purposes other than SAO). Banks would assess their realistic lending program as per the guidelines prescribed for each activity. The RLP may be reckoned as loans issued during previous year under all purposes put together with a reasonable increase (average increase during last 3 years). In case there is no disbursement during previous years, banks would assess their RLP based on their projections/ plan for ST (Others) activities during the financial year. **Drawal may be allowed for a period of 12 months irrespective of the purpose.**

The eligible limit for sanction as a percentage of Realistic Lending Programme (RLP) would be as under :

4.1 For RRBs in General Region

Risk Rating of RRBs by NABARD	Eligible Limit
NBD1 – NBD4	90%
NBD5 – NBD7	85%
NBD8 – NBD9	Not eligible

4.2 RRBs in North Eastern Region, Jammu & Kashmir, Sikkim, Andaman & Nicobar Islands, Himachal Pradesh and Uttarakhand will be eligible for an additional credit limit with relaxation in net NPAs, as under:

Risk Rating of RRBs by NABARD	Eligible Limit
NBD1 – NBD4	95%
NBD5 – NBD7	90%
NBD8 – NBD9	Not eligible

4.3 RRBs in Eastern Region viz. Bihar, West Bengal, Jharkhand, Odisha, Jharkhand, Chhattisgarh States and 28 districts of Eastern Uttar Pradesh (under BGREI Scheme of Govt. of India) will be eligible for an additional credit limit, as under:

Risk Rating of RRBs by NABARD	Eligible Limit
NBD1 – NBD4	95%
NBD5 – NBD7	90%
NBD8 – NBD9	Not eligible

4.4 The refinance under this line of credit will be reckoned as owned funds of the bank. The Interest Subvention for disbursement of KCC Animal Husbandry and fisheries working capital loans will be as per the extant guidelines of GoI for 2022-23

5. Merger of RRBs

In case of merged Banks, the financial position of the new / merged RRBs as on the date of notification / merger based on special audit or the aggregate audit position as on 31.03.2021 of the erstwhile RRBs will form the basis for sanction of limit to such new RRB for the year 2022-23. Further, if the statutory audit position as on 31.03.2022 is available, the same will be considered for sanction of credit limit to the banks.

6. Sanction of sub-limits purpose-wise

RRBs may indicate their credit limit requirements for marketing of crops, and for financing production and marketing activities of artisans (other than handloom weavers) and village / cottage / tiny sector industries, for financing Bonafide Commercial or trade transactions, for financing persons belonging to the weaker sections (as defined by the RBI vide its Master circular FIDD.CO.Plan.BC.J/04.09.01/2021 dated 04 September, 2020 and engaged in trade / business / service activities including distribution of inputs for agriculture and allied activities) separately in the consolidated credit limit applications and maintain separate books of account and Demand Collection Balance (DCB) registers in respect of loans provided under the above programs

7. Other Eligible Purposes

- i. ST crop loans exceeding Rs 3 lakh per farmer.
- ii. ST gold loans for agriculture and allied activities
- iii. ST Loans for agriculture allied activities.

- iv. ST Loans for working capital requirements of professionals and Self employed
- v. ST Loans for working capital requirements of Annual Maintenance for SRTOs
- vi. ST Loans > Rs.50000 against gold for non agri purposes/bonafide trading etc (Purely for loans other than consumption purposes)
- vii. ST loans for Micro, Small and Medium Enterprises.
- viii. ST Loans for working capital requirement of Social infrastructure projects

8. Drawable amount

The credit limit(s) sanctioned is / are in the nature of cash credit accommodation and the RRBs may draw and repay as many times as required, provided the outstanding in the account(s) do not exceed the sanctioned credit limit(s). The outstanding balance(s) in the account(s) is/ are repayable on demand. Each drawal on the credit limit would be treated as a separate loan and would normally be repayable within a period of 12 months from the date of drawal. Banks would be allowed refinance against eligible loans issued during the previous 12 months (as per NODC statement) provided refinance has not been availed against such loans.

9. Interest Rate on Refinance

Floating rate :

- a. Interest rate will be market driven and as decided by NABARD from time to time. **Presently the RoI is linked to the 3 month T Bill and applicable premium.** The RoI will be reset at the end of each quarter. The applicable interest rate will be communicated by the Regional Office on day to day basis as per the prevailing rate. In the event of bank repaying the entire principal amount, the interest will be payable along with principal amount.
- b. It will have lock-in-period of 01 month and interest will be payable at quarterly rests. The banks will have flexibility to repay the loan after 01 month or continue with the prevailing rate of interest.

10. Repayment

10.1 Floating Rate: The repayments if any, can be made with a notice period of minimum 3 days after the lock-in-period of one month.

10.2 Repayment period: The due date for repayment of principal and interest will be quarterly with principal and interest due dates on 30th June, 30th September, 31st December, and 31st March and interest due dates on 1st July, 1st October, 1st January, and 1st April. The first due date of principal amount for refinance sanctioned on any date in quarter will fall in next quarter. The approved repayment schedule will be

specified in letter (s) of sanction. In case the principal due date falls on a holiday, the principal has to be paid on the previous working day. For interest, if the due date falls on a holiday, it has to be paid on the next working day.

11. Operational discipline

11.1. Excess Drawal

NABARD will take a serious view in case of avilment of drawals beyond permissible quantum of refinance on account of reporting of incorrect data regarding loan disbursement or of NODC by calling back the excess refinance availed by the bank within 3 days along with the penal interest of 1% p.a.

11.2 NODC

RRBs can make drawals against sanctioned limits on the basis of aggregate NODC i.e. for all the purposes taken together. Separate NODC has to be maintained by the banks under each purpose. RRBs are required to submit to the concerned RO of NABARD, monthly NODC statements indicating the purposes by 20th of the succeeding month physically or through digital platform.

Drawals by RRBs will be subject to the condition that the outstanding borrowings including the current drawal permitted do not exceed the NODC available as on the last Friday of the preceding month. In addition, at the time of each drawal, a certificate in the prescribed format regarding the availability of NODC will have to be furnished.

11.3 Additional interest on NODC deficit

RRBs are required to monitor NODC. In case of deficit in NODC, RRBs will have to make good the deficit in NODC. In case the RRB fails to make good the deficit within one month from the date of occurrence of such deficit, additional interest @ 1% p.a. will be charged on the deficit in NODC for the duration of deficit i.e. till the date on which the amount of deficit is regularized. No additional interest will be charged if overall NODC is available.

11.4 Segregation of principal and interest in the loans outstanding

As hitherto, RRBs may continue to exclude the interest component (including overdue interest) from the outstanding amount and report principal loans separately, both in their applications for credit limits and drawal applications, for arriving at the eligibility for refinance support from NABARD. Besides, as hitherto, only the principal portion of loans (issued, recovered, outstanding and overdues) may be reported in the monthly NODC statements.

11.5 Clearance of default

RRBs which fail to honour their commitments to NABARD in repayment of principal, payment of interest and / or any other dues by the prescribed due dates, will **not** be eligible for any refinance facility from NABARD till the clearance of default in question.

12. Right to inspection

NABARD reserve the right to inspect / get inspected the books of account of the RRB.

13. Right to cause special audit

NABARD will have the right to cause special audit of the books of accounts and other relevant material of the RRB either by itself or through other agencies to ensure that the same are maintained as per the rules and regulations in force and the terms and conditions of refinance are adhered to by the bank.

Annexure II

Assessment norms for eligible activities for provision of refinance assistance from NABARD under ST (Others) - RRBs

(I) Marketing of crops

1. Objective

- 1.1 Offering reasonable opportunities for a remunerative price to the growers for their produce by enabling them to hold on to their produce for the time being.
- 1.2 Facilitating recovery of production loans out of the loans provided for marketing of crops against pledge of agricultural produce and / or from purchase price payable for agricultural produce.

2. Scope

- 2.1 Advances against pledge of agricultural produce belonging to farmers kept in own / hired godowns, private godowns / cold storage units / warehouses, cold storage units or warehouses of Central / State Warehousing Corporations and Agricultural Produce Marketing Committees. Advances issued against pledge of NWR/ e- NWR receipts are also eligible.
- 2.2 Crops include food grain crops, cash crops, plantation and horticultural crops.
- 2.3 PDS and procurement schemes of Central / State Governments will be outside the purview of the Scheme.

The Scheme is applicable only to the bonafide cultivator farmers. Traders, businessmen, commission agents etc. are not eligible to be covered under the Scheme.

3. Eligible borrowers

All farmers engaged in Seasonal Agricultural Operations including horticultural and plantation crops, irrespective of whether or not they have availed production credit from the banks.

4. Quantum of credit (Realistic Lending Program)

- 4.1 Loan shall not exceed 75% of value of actual produce pledged subject to a ceiling of ₹ 10.00 lakh per farmer.
- 4.2 The value of actual produce pledged may be determined on the basis of prevailing market price or the minimum procurement price announced by the Government, whichever is less.

4.3 Banks will have to recover the outstanding production credit, if any, from the loan granted for marketing of crops.

5. Margin

Usual margin of 25% on the pledge loans to individual farmers.

6. Refinance assistance to banks

6.1 Refinance assistance will be available under Sec. 21(1)(i) read with Sec. 21(4) of the NABARD Act, 1981 against promissory notes of RRB subject to the Bank furnishing a declaration in writing, setting out the purpose for which they have made loans and advances (and such other particulars as may be required by NABARD).

6.2 Advances to farmers against pledge of agricultural produce are not to be treated as cover for borrowings made for financing Seasonal Agricultural Operations (SAO) and vice versa, since separate credit limits are sanctioned for SAO and marketing of crops to banks by NABARD.

7. Other terms and conditions

7.1 Banks shall insist on the following from the borrowers:

- that the produce pledged is adequately insured against the risk of fire, theft, etc.
- that the produce is easily identifiable and accessible;
- undertake such measures which will ensure proper storage, custody, safety as well as quality of the produce pledged.

7.2 Sanction of loans for marketing of crops against pledge of agricultural produce will be subject to compliance with the Selective Credit Control Directives of the RBI, if any.

7.3 In order to ensure effective end-use of the credit, banks would have to undertake necessary precautions like sanction of loans for marketing of crops against pledge of agricultural produce after harvest, during the marketing season and such loans are generally liquidated during the marketing season of crops for which they have been sanctioned.

7.4 Banks shall ensure that the goods pledged to them, are stored in the proper and safe godowns/ cold storages / warehouses. The produce pledged to the Bank should be in its effective custody.

- 7.5** Banks shall release the entire / proportionate share of produce pledged to the farmers promptly, after the full / partial repayment of loans for marketing of crops.
- 7.6** Banks should maintain at monthly intervals, statement of stock pledged and all such statements should be kept on record with the banks and the same are available for verification by NABARD as and when required.
- 7.7** Banks will have to put in place system for effective supervision and inspection, which will ensure the safety and quality of produce pledged. The verification of the produce pledged may be done by the Bank staff periodically, as may be
- 7.8** Loans extended by Banks against pledge of NWR/e-NWR receipts issued by warehouses accredited by WDRA will also be eligible for refinance.
