

**Deposit Policy  
(Domestic Branches)  
Version No. 15.0  
2024-25**

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## **POLICY GUIDELINES ON DEPOSITS - 2024-25**

### **1. KNOW YOUR CUSTOMER (KYC) GUIDELINES OF RBI**

Know Your Customer [KYC] is the platform on which Banking system operates to avoid the pitfalls of operational, legal and reputational risks and consequential losses by scrupulously adhering to the various procedures laid down for opening and conduct of account.

The Bank shall adopt appropriate Know Your Customer Policies, procedures and internal controls reasonably designed to:

- 1.1 Determine and document the true identity and address of the customers who establish relationships, open accounts or conduct significant business transactions and obtain basic background information on customers.
- 1.2 Obtain and document any additional customer information, commensurate with assessment of the money laundering risks posed by customers' expected use of Bank's products and services.
- 1.3 Avoid doing business with any individual or entity whose identity cannot be determined or who refuses to provide information or who have provided information that contains significant inconsistencies which cannot be resolved after due investigation.

The regulatory guidelines require Bank to categorize customers based on risk perception and prepare profiles of customers for the purpose of transaction monitoring. If the decision to open an account of a prospective depositor requires clearance at a higher level, reasons for any delay in opening of the account will be informed and the final decision will be conveyed at the earliest.

### **2. TYPES OF DEPOSIT ACCOUNTS**

The Deposit Products offered by the Bank are broadly categorized in the following types:

1. Savings Bank Account.
2. Current Account.
3. Term Deposits.

### **3. ACCOUNT OPENING AND OPERATION OF DEPOSIT ACCOUNTS**

#### **3.1 Savings Bank Account:**

Savings Bank account, as the very name suggests, is intended for savings for the future. There are no restrictions on the number and amount of deposit that can be made on any day. Minimum amount of withdrawal/deposit is Rs.10/-. Balance in the account earns interest at rates decided by the Bank, from time to time. The facility of withdrawal by cheque is also allowed subject to certain restrictions.

Branches shall not open a Savings Bank deposit account in the name of Government departments / bodies depending upon budgetary allocations for performance of

their functions / Municipal Corporations or Municipal Committees / Panchayat Samitis / State Housing Boards / Water and Sewerage / Drainage Boards / State Text Book Publishing Corporations / Societies / Metropolitan Development Authority / State / District Level Housing Co-operative Societies, etc. or any Political Party or any trading/business or professional concern, whether such concern is a Proprietary or a Partnership firm or a Company or an Association and Entities.

Branches shall open a Savings Bank deposit account only in the name of Individuals, Karta of HUF and Organizations/Agencies listed hereunder:

- (1) Primary Co-operative Credit Society which is being financed by the Bank.
- (2) Khadi and Village Industries Boards.
- (3) Agriculture Produce Market Committees.
- (4) Societies registered under the Societies Registration Act, 1860 or any other corresponding law in force in a State or a Union Territory except societies registered under the State Co-operative Societies Acts and specific state enactment creating Land Mortgage Banks.
- (5) Companies licensed by the Central Government under Section 8 of Companies Act, 2013 or Section 25 of Companies Act, 1956 or under the corresponding provision in the Indian Companies Act, 1913 and permitted not to add to their names the word 'Limited' or the words 'Private Limited'.
- (6) Institutions other than those mentioned in Section 28(h) of RBI Master Direction on Interest Rate of Deposit, 2016 (Updated as on 16.09.2022) (as mentioned in above Para 3.1) ineligible to open Savings Bank accounts and whose entire income is exempt from payment of Income-tax under the Income-Tax Act, 1961.
- (7) Government departments / bodies / agencies in respect of grants / subsidies released for implementation of various programs / Schemes sponsored by Central Government / State Governments subject to production of an authorization from the respective Central / State Government departments to open savings bank account.
- (8) Development of Women and Children in Rural Areas (DWCRA).
- (9) Self-help Groups (SHGs), registered or unregistered, which are engaged in promoting savings habits among their members.
- (10) Farmers' Clubs - Vikas Volunteer Vahini - VVV.

For the purposes of the above clause, 'Political Party' means an Association or Body of individual citizens of India, which is, or is deemed to be registered with the Election Commission of India as a Political Party under the Election Symbols (Reservation and Allotment) Order, 1968 as in force for the time being.

As required by Law, while opening the account, Bank will satisfy itself about the identity, including verification of address of a person/s seeking to open an account, satisfying about his occupation and source of income, to assist in protecting the prospective customers, members of the public and the Bank against fraud and other misuse of the Banking system duly observing the Know Your Customer [KYC] guidelines of RBI.

Bank will not open savings deposit account in the name of entities belonging to the category of bodies/institutions/ organizations prohibited to open Savings Bank Deposit.

3.1.1 **Introduction:** Introduction from an existing customer is **not mandatory** for opening accounts, including those of legal entities. After passing of Prevention of Money Laundering Act (PML Act) and introduction of document based verification of identity/address of the proposed account holders, the accounts opened with proper documents are considered as acting in good faith and without negligence by the banks. An account will be considered fully KYC compliant after obtention of KYC documents like recent photographs, proof of identity and proof of address, verification of these documents & updation of the details in the system (For details refer Annexure-A).

3.1.2 The Bank is required to obtain 2 recent photographs of the person/s opening the account. In case of illiterate persons, 3 photographs have to be obtained.

3.1.3 The Officially Valid Documents are as under:

- 1) Passport.
- 2) Driving License.
- 3) Proof of possession of Aadhaar number\*.
- 4) Voter Identity Card issued by Election Commission of India.
- 5) Job card issued by NREGA duly signed by an officer of the State Government.
- 6) Letter issued by the National Population Register containing details of name and address.

[\*Where the client submits his proof of possession of Aadhaar number as an Officially Valid Document, he may submit it in such form as issued by the Unique Identification Authority of India (UIDAI)].

Only the documents mentioned above would be accepted for opening accounts of individuals. Branches should not accept any other document for this purpose. (For details refer Annexure-A).

**Customer Due Diligence (CDD)** means identifying and verifying the customer and the beneficial owner *using reliable and independent sources of identification*.

For undertaking Customer Due Diligence (CDD), Bank shall obtain the following from an individual while establishing an account-based relationship or while dealing with the individual who is a beneficial owner, authorized signatory or the power of attorney holder related to any legal entity:

(A) The Aadhaar number where,

- (i) he is desirous of receiving any benefit or subsidy under any scheme notified under section 7 of the Aadhaar (Targeted Delivery of Financial and Other subsidies, Benefits and Services) Act, 2016 (18 of 2016); or
- (ii) he decides to submit his Aadhaar number voluntarily to a bank; or

(B) The proof of possession of Aadhaar number where offline verification can be carried out; or

(C) The proof of possession of Aadhaar number where offline verification cannot be carried out or any OVD or the equivalent e-document thereof containing the details of his identity and address; or

(D) *the KYC Identifier with an explicit consent to download records from CKYCR; and*

- (E) The Permanent Account Number or the equivalent e-document thereof or Form No. 60 as defined in Income-tax Rules, 1962; and
- (F) Such other documents including in respect of the nature of business and financial status of the customer, or the equivalent e-documents thereof as may be required by the bank.

Provided that where the customer has submitted,

- i) Aadhaar number under clause (A) above to a bank, such bank shall carry out authentication of the customer's Aadhaar number using e-KYC authentication facility provided by the Unique Identification Authority of India.

Further, in such a case, if customer wants to provide a current address, different from the address as per the identity information available in the Central Identities Data Repository, he may give a self-declaration to that effect to the Bank.

- ii) Proof of possession of Aadhaar under clause (B) above where offline verification can be carried out, the bank shall carry out offline verification.
- iii) An equivalent e-document of any OVD, the bank shall verify the digital signature as per the provisions of the Information Technology Act, 2000 (21 of 2000) and any rules issues thereunder and take a live photo.
- iv) Any OVD or proof of possession of Aadhaar number under clause (C) above where offline verification cannot be carried out, the bank shall carry out verification through digital KYC.
- v) ***KYC Identifier under clause (D) above, the Bank shall retrieve the KYC records online from the CKYCR.***

Provided that for a period not beyond such date as may be notified by the Government for a class of Regulated entities, instead of carrying out digital KYC, the Regulated entity pertaining to such class may obtain a certified copy of the proof of possession of Aadhaar number or the OVD and a recent photograph where an equivalent e-document is not submitted.

Note:

- ▶ **“Obtaining a certified copy”** shall mean comparing the copy of the proof of possession of Aadhaar number where offline verification cannot be carried out or Officially Valid Document so produced by the customer with the original and recording the same on the copy by the authorized officer of the Bank.
- ▶ **“Digital KYC”** means the capturing live photo of the customer and Officially Valid Document or the proof of possession of Aadhaar, where offline verification cannot be carried out, along with the latitude and longitude of the location where such live photo is being taken by an authorized officer of the Bank.
- ▶ **“Equivalent e-document”** means an electronic equivalent of a document, issued by the issuing authority of such document with its valid digital signature including documents issued to the digital locker account of the customer as per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016.

3.1.4 In case, Officially Valid Documents (OVDs) furnished by the customer does not contain updated address, the following documents or the equivalent e-documents thereof shall be deemed to be the OVDs for the limited purpose of proof of address:

- i) Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill);
- ii) Property or Municipal tax receipt;
- iii) Pension or family pension payment orders (PPOs) issued to retired employees by Government Department or Public Sector Undertakings, if they contain the address;
- iv) Letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and license agreements with such employers allotting official accommodation.

(The Customer shall submit updated Officially Valid Document with current address within a period of three months of submitting the above document).

3.1.5 The account holder is required to maintain minimum average balance in the account, as specified by the Bank from time to time, separately for branches of different population group. Non-compliance of this would attract services charges. Bank has discretion to change the above norms and levy charges for non-compliance of the same. However, adequate notice will be given duly informing the change/s.

3.1.6 The interest on Savings Deposit is calculated on daily product basis and credited to the customers' accounts on quarterly intervals, on 1<sup>st</sup> of February, 1<sup>st</sup> of May, 1<sup>st</sup> of August and 1<sup>st</sup> of November every year.

3.1.7 Service charges will be collected if the number of withdrawals (excluding Alternate Channel debits) exceeds 50 for every half year period.

3.1.8 For existing accounts, Issue of cheque book is subject to satisfactory operation in the account. Issue of multiple cheque books is at the discretion of the Branch Manager.

3.1.9 Cheques, Dividend Warrants drawn in the name of account holder/s only will be collected through the account.

3.1.10 An instrument having date as per Saka Samvat calendar is a valid instrument. A Date Conversion inquiry facility is provided in CBS. Bank shall ascertain the Gregorian calendar date corresponding to the National Saka calendar in order to avoid payment of stale cheques.

3.1.11 Pass book is provided to customer and updated periodically.

## **3.2 Canara Basic Savings Bank Deposit Accounts:**

As per the RBI guidelines, the Basic Savings Bank Deposit Account should be considered a normal banking service available to all.

The following basic minimum facilities in the Canara Basic Saving Bank Deposit Account (BSBDA), are to be offered free of charge, without any requirement of minimum balance:

3.2.1 The deposit of cash at bank branch as well as ATMs/CDMs.

- 3.2.2 Receipt/Credit of money through electronic payment channels or by means of deposit/ collection of cheques drawn by Central/ State Government agencies and departments.
- 3.2.3 No limit on the number and value of deposits that can be made in a month.
- 3.2.4 Four withdrawals in a month, including ATM withdrawals.
- 3.2.5 ATM card or ATM-cum-Debit Card.

The above facilities will be provided without any charges. Further, no charge will be levied for non-operation/ activation of inoperative “Basic Savings Bank Deposit Account”.

Provide additional value-added services, including issue of cheque book, beyond the above minimum facilities, which may/may not be priced (in non-discriminatory manner) subject to extant guidelines of the Bank in this regard. The availment of such additional services, branches shall not require the customer to maintain a minimum balance.

Offering additional services will not make a BSBD account a non-BSBD account, so long as the prescribed minimum services (mentioned above) are provided free of charge.

The Basic Savings Bank Deposit Account is subject to RBI instructions on Know Your Customer (KYC)/ Anti-Money laundering (AML) for opening of Bank accounts issued from time to time.

Holders of Basic Savings Bank Deposit Account will not be eligible for opening any other savings bank deposit account in the bank. If a customer has any other existing savings bank deposit account in the bank, he/she will be required to close such existing accounts within 30 days from the date of opening of “Canara Basic Savings Bank Deposit Account”.

While opening a Canara BSBD account, a declaration is to be obtained from the customer that he/she is not having a BSBD account in any other Bank.

### **3.3 Accounts under Relaxed KYC Guidelines (Small Accounts)- “Canara Small Savings Bank Deposit” account.**

Although flexibility in the requirements of documents of identity and proof of address has been provided in the KYC guidelines, it has been observed that a large number of persons, especially, those belonging to low income group both in urban and rural areas are not able to produce such documents to satisfy the Bank about their identity and address. This would lead to their inability to access the banking services and result in their financial exclusion. In such cases, if a person who wants to open an account and is not able to produce documents mentioned in Annexure-A, Bank shall open an account with Relaxed KYC guidelines.

The accounts with “Relaxed KYC guidelines” can be opened under “Canara Small Savings Bank Deposit Account”. The features of the above account and restrictions stipulated by RBI/Govt. of India are as under:

- Accounts where aggregate of all credits in a financial year does not exceed Rs.1.00 lakh;
- The aggregate of all withdrawals and transfers in a month does not exceed Rs.10,000/- and
- Where the balance at any point of time does not exceed Rs.50,000/-.



The above limit on balance shall not be considered while making deposits through Government grants, welfare benefits and payment against procurements.

Any violation of the stipulations mentioned above will result in restraining the operations in the account after giving due notice to the account holder.

Canara Small Savings Bank Deposit account can be opened on production of a self-attested photograph and affixation of signature or thumb impression as the case may be, on the form for opening the account, provided that the bank official while opening the account certifies under his/her signature that the person opening the account has affixed his/her signature or thumb impression as the case may be, in his/her presence.

A Canara Small Savings Bank Deposit Account shall remain operational initially for a period of twelve months and thereafter for a further period of twelve months if the holder of such an account provides evidence before the Bank of having applied for any of the officially valid documents within twelve months of the opening of the said account. The entire relaxation provisions are to be reviewed in respect of the said account after twenty-four months.

Holders of Canara Small Savings Bank Deposit Account will not be eligible for opening any other savings bank deposit account in the Bank. If a customer has any other existing savings bank deposit account in the Bank, he/she will be required to close such existing accounts within 30 days from the date of opening of "Canara Small Savings Bank Deposit Account".

Once the account holder keeps a balance of more than Rs. 50,000/- in the account opened under the scheme and in any other deposits accounts put together, or if the total credit in one year in all the deposit accounts including the account opened under the scheme exceeds Rs.1 lakh or if the total withdrawal and transfers in a month exceeds Rs. 10,000/-, the account holder should necessarily undergo full KYC procedure. In case, the account holder fails to undergo full KYC procedure, further transactions in his/her Canara Small Savings Bank Deposit Account shall not be permitted.

In respect of "Small Accounts", the prescribed limits/conditions should not be breached and compliance therewith should be strictly monitored.

A Canara Small Savings Bank Deposit Account shall be monitored and when there is suspicion of money laundering or financing of terrorism or other high risk scenarios, the identity of customer shall be established through the production of officially valid documents.

Foreign remittances shall not be allowed to be credited into a Canara Small Savings Bank Deposit Account unless the identity of the customer is fully established through the production of officially valid documents.

#### **3.4 Documents required by a foreign student to open a Bank account:**

- (1) Proof of Identity: Passport, Valid Visa with photograph.
- (2) Proof of Admission: A letter from the University or College.
- (3) Address Proof: A letter from the College or Hostel, certificate from the Embassy of the country of origin or any appropriate Legal Authority certified local address in India/rent agreement/certification of registration issued by Foreigner Registration Regional Office (FRRO).

Branches may open NRO Account on the basis of the passport (with appropriate visa & immigration endorsement) which contains proof of identity and address in the home country along with a photograph and a letter offering admission from the educational institution in India.

- Provided that a declaration about the local address shall be obtained within a period of 30 days of opening the account and the said local address is verified.
- Provided further that pending the verification of address, the account shall be operated with a condition of allowing foreign remittances not exceeding USD 1000 or equivalent into the account and a cap of rupees fifty thousand on aggregate in the same, during the 30-days period.

The account shall be treated as normal NRO account and shall be operated in terms of RBI's instructions on Non-Resident Ordinary Rupee (NRO) Account, and the provision of FEMA 1999.

Students with Pakistani nationality will need prior approval of RBI for opening the account.

RBI has clarified that in terms of Section 2(V) of FEMA 1999 definition of a person resident in India does not include a person who has come to stay in India for any purpose which would indicate his stay for a definite period. Accordingly a foreign student coming to India would be considered as "Non-resident" and a resident account cannot be opened for him.

#### 4. CURRENT ACCOUNT:

Current Accounts are designed to meet the needs of such sections of the public who operate their account regularly and frequently. i.e., Traders, Businessmen, Corporate bodies or the like, who receive money and make payments very often. Current accounts are suitable to such category of customers as there are no restrictions on the number of withdrawal or deposit. Current accounts can be opened by individuals, proprietary concerns, partnership firms, Private & Public Ltd Co., HUFs/Specified associations, Societies, Trusts, Limited Liability Partnerships, Departments of Authority created by Government (Central or State), etc.

As required by law, while opening the account, the Bank will satisfy itself about the identity, satisfying about his occupation and source of income, including verification of address of the person/s seeking to open an account to assist in protecting the prospective customers, public and the Bank against fraud and other misuse of the Banking system duly observing the KYC guidelines of RBI.

Introduction from an existing customer is **not mandatory** for opening accounts, including those of legal entities. An account will be considered fully KYC compliant after obtention of KYC documents like recent photographs, proof of identity and proof of address, verification of these documents & updation of the details in the system (For details refer Annexure-A).

Only the Officially Valid Documents mentioned in Annexure-A would be accepted for opening accounts of individuals/entities. Branches should not accept any other document for this purpose. (For details refer Annexure-A).

- 4.1 The Bank is required to obtain 2 photographs of all the person/s who are opening and operating the account.
- 4.2 The Bank is required to obtain Permanent Account Number [PAN] or alternatively obtain declaration in Form No.60 as per the Income Tax Act from the person/s opening the account [i.e., including partners or registered/unregistered partnership as also registered/corporate bodies/companies, etc.]. The PAN shall be verified from the verification facility of the issuing authority.

- 4.3 The Bank will provide to the prospective customer's details of the documents required for identification of the person/s opening the account. Minimum Balance as stipulated from time to time is required to be maintained by the customers.
- 4.4 No interest is paid on credit balance kept in Current Account.
- 4.5 Service charges are levied for:
- Ledger folio used.
  - Cheque books issued.
  - Non-maintenance of minimum balance.
  - Return of cheques, ECS, etc.
  - Other facilities as per extant guidelines.
- 4.6 Current Accounts for Executors, Administrators, Trustees, liquidators, etc., can also be opened.
- 4.7 Statement of account is provided to the account holder monthly or at periodic intervals, as per the choice of the account holder.
- 4.8 For Proprietary concerns, Customer Due Diligence of the individual (proprietor) are to be carried out and any two of the following documents or the equivalent e-documents in the name of the proprietary concern should be submitted:
- a) Registration Certificate.
  - b) Certificate/license issued by the Municipal authorities under Shop & Establishment Act.
  - c) Sales and income tax returns.
  - d) CST/VAT/GST certificate,
  - e) Certificate / registration document issued by Sales Tax / Service Tax / Professional Tax authorities.
  - f) The complete Income Tax return (not just the acknowledgement) in the name of the sole Proprietor where the firm's income is reflected, duly authenticated/acknowledged by the Income Tax Authorities.
  - g) Utility bills such as electricity, water and landline telephone bills.
  - h) IEC (Importer Exporter Code) issued to the proprietary concern by the office of DGFT/License/certificate of practice issued in the name of the proprietary concern by any professional body incorporated under a statute.

Though the default rule is that any two documents mentioned above should be provided as activity proof by a Proprietary concern, in cases where the branches are satisfied that it is not possible to furnish two such documents, they would have the discretion to accept only one of those documents as activity proof. In such cases, the branches, however, would have to undertake contact point verification, collect such information as would be required to establish the existence of such firm, confirm, clarify and satisfy them that the business activity has been verified from the address of the proprietary concern.

**4.9 The detailed guideline for opening of current account is as under:**

**4.9.1 Opening of Current Accounts for borrowers availing Cash Credit / Overdraft Facilities from the Banking System:**

**(A) For borrowers, where the aggregate exposure of the banking system is less than ₹5 Crore:**

Branch can open current accounts without any restrictions subject to obtaining an undertaking from such customers that they (the borrowers) shall inform the branch, if and when the credit facilities availed by them from the banking system becomes ₹5 Crore or more.

**(B) Where the aggregate exposure of the banking system is ₹5 Crore or more:**

- Borrowers can open current accounts with any one of the banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the aggregate exposure of the banking system to that borrower. In case none of the lenders has at least 10 per cent of the aggregate exposure, the bank having the highest exposure among CC/OD providing banks may open current accounts.
- Other lending banks may open only collection accounts subject to the condition that funds deposited in such collection accounts will be remitted within two working days of receiving such funds, to the CC/OD account maintained with the above-mentioned bank (Para 4.9.1 (B)) maintaining current accounts for the borrower. The balances in such collection accounts shall not be used for repayment of any credit facilities provided by the bank, or as collateral/ margin for availing any fund or non-fund based credit facilities. However, banks maintaining collection accounts are permitted to debit fees/ charges from such accounts before transferring funds to CC/OD account.
- Non-lending banks shall not open any current account for such borrowers.

**4.9.2 Opening of Current Accounts for borrowers not availing Cash Credit/ Overdraft Facilities from the banking system:**

**(A) In case of borrowers where aggregate exposure of the banking system is ₹50 Crore or more:**

- i) Banks shall be required to put in place an escrow mechanism. Borrowers shall be free to choose any lending bank as their escrow managing bank. All lending banks should be part of the escrow agreement. The terms and conditions of the agreement may be decided mutually by lending banks and the borrower.
- ii) Current accounts of such borrowers can only be opened/ maintained by the escrow managing bank.
- iii) Other lending banks can open 'collection accounts' subject to the condition that funds will be remitted from these accounts to the said escrow account at the frequency agreed between the bank and the borrower. Further, balances in such collection accounts shall not be used for repayment of any credit facilities provided by the bank, or as collateral/ margin for availing any fund or non-fund based credit facilities. While there is no prohibition on amount or number of credits in 'collection accounts', debits in these accounts shall be limited to the purpose of remitting the proceeds to the said escrow account. However, banks maintaining collection accounts are permitted to debit fees/ charges from such accounts before transferring funds to the escrow account.
- iv) Non-lending banks shall not open any current account for such borrowers.

**(B) In case of borrowers where aggregate exposure of the banking system is ₹5 Crore or more but less than ₹50 Crore:**

There is no restriction on opening of current accounts by the lending banks. However, non-lending banks may open only collection accounts as detailed at Para 4.9.2(iii) above.

**(C) In case of borrowers where aggregate exposure of the banking system is less than ₹5 Crore:**

Branch may open current accounts subject to obtaining an undertaking from them that they (the Customers) shall inform the bank(s), if and when the credit facilities availed by them from the banking system becomes ₹5 Crore or more. The current account of such customers, as and when the aggregate exposure of the banking system becomes ₹5 Crore or more, and ₹50 Crore or more, will be governed by the provisions of Para 4.9.2 (A) & (B) respectively.

**4.9.3 Opening of Current Account for Customer who have availed credit facilities only from NBFCs/FIs/Co-operative Banks/ Non-Bank Institutions:**

Banks are free to open current accounts, without any of the restrictions as mentioned above, for borrowers having credit facilities only from NBFCs/ FIs/ co-operative banks/ non-bank institutions, etc. However, if such borrowers avail aggregate credit facilities of ₹5 Crore or above from the banks covered under these guidelines, the provisions as per the above shall be applicable.

**4.9.4 Opening of Current Account for Customers who have not availed any credit facilities from Banking System:**

Branches are free to open current accounts of prospective customers who have not availed any credit facilities from the banking system, subject to necessary due diligence as per existing guidelines.

**4.9.5 Branches should not route drawal from term loans through CC/ OD/ Current accounts of the borrower. Since term loans are meant for specific purposes, the funds should be remitted directly to the supplier of goods and services. In cases where term loans are meant for purposes other than for supply of goods and services and where the payment destination is identifiable, banks shall ensure that payment is made directly, without routing it through an account of the borrower. However, where the payment destination is unidentifiable, banks may route such term loans through an account of the borrower opened as per the provisions of the circular. Expenses incurred by the borrower for day-to-day operations may be routed through an account of the borrower.**

**4.9.6 Branches are permitted to open and operate the following accounts without any of the restrictions placed in terms of the above mentioned guidelines:**

**(a) Specific accounts which are stipulated under various statutes and specific instructions of other regulators/ regulatory departments/ Central and State Governments. An indicative list of such accounts is given below:**

- (i) Accounts for real estate projects mandated under Section 4 (2) l (D) of the Real Estate (Regulation and Development) Act, 2016 for the purpose of maintaining 70 per cent of advance payments collected from the home buyers.
- (ii) Nodal or escrow accounts of payment aggregators/ prepaid payment instrument issuers for specific activities as permitted by Department of Payments and Settlement Systems (DPSS), Reserve Bank of India under Payment and Settlement Systems Act, 2007.

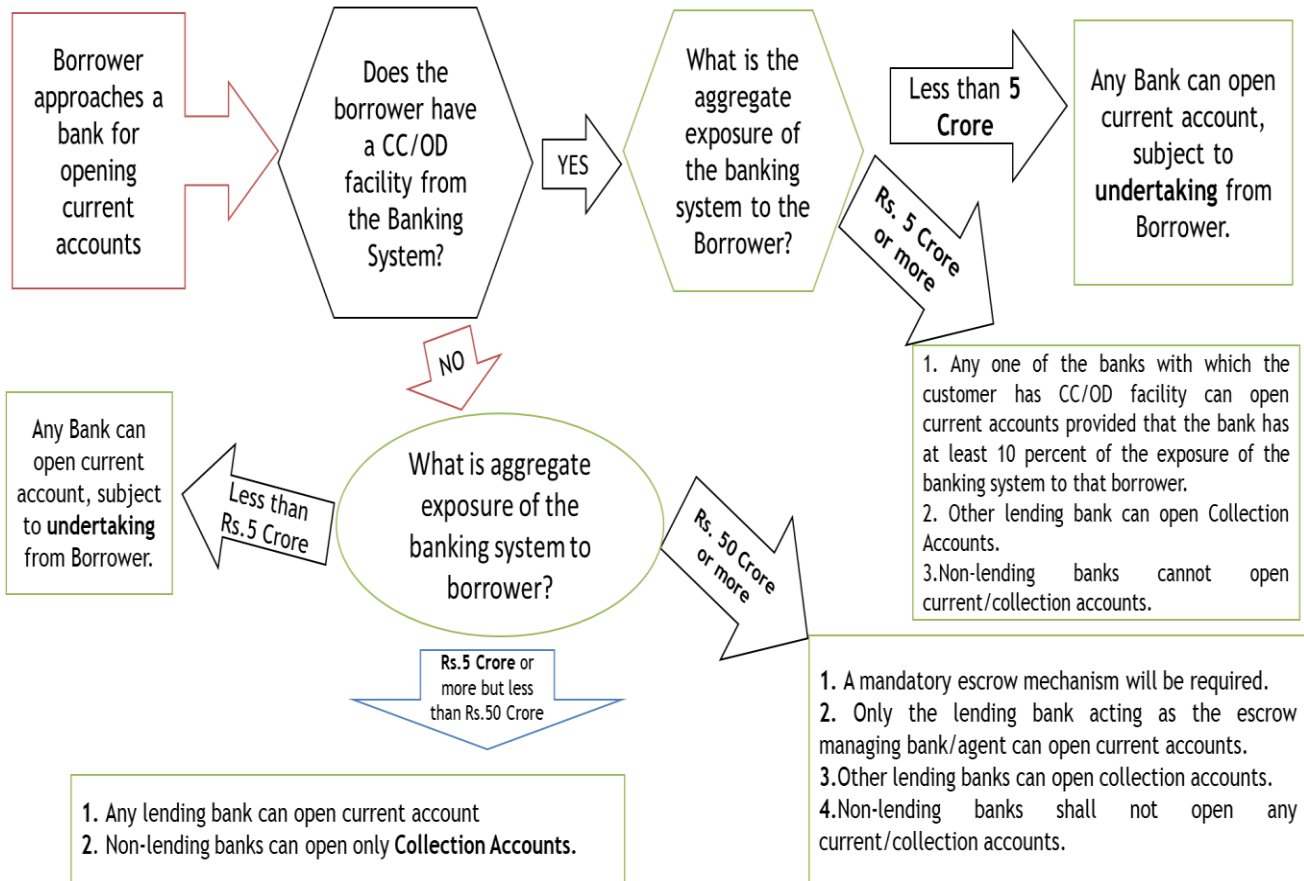
- (iii) Accounts for the purpose of IPO/ NFO/ FPO/ share buyback/ dividend payment/ issuance of commercial papers/ allotment of debentures/ gratuity etc. which are mandated by respective statutes or by regulators and are meant for specific/ limited transactions only.
- (b) Accounts opened as per the provisions of Foreign Exchange Management Act, 1999 (FEMA) and notifications issued thereunder including any other current account if it is mandated for ensuring compliance under the FEMA framework.
- (c) Accounts for payment of taxes, duties, statutory dues, etc. opened with banks authorized to collect the same, for borrowers of such banks which are not authorized to collect such taxes, duties, statutory dues, etc.
- (d) Accounts for settlement of dues related to debit card/ ATM card/ credit card issuers/ acquirers.
- (e) Accounts of White Label ATM Operators and their agents for sourcing of currency.
- (f) Accounts of Cash-in-Transit (CIT) Companies/ Cash Replenishment Agencies (CRAs) for providing cash management services.
- (g) Accounts opened by a branch funding a specific project for receiving/monitoring cash flows of that specific project, provided the borrower has not availed any CC/OD facility for that project.
- (h) Inter-bank accounts.
- (i) Accounts of All India Financial Institutions (AIFIs), viz., EXIM Bank, NABARD, NHB, and SIDBI.
- (j) Accounts attached by orders of Central or State governments/ regulatory body/ Courts/ investigating agencies etc. wherein the customer cannot undertake any discretionary debits.

Branches maintaining accounts exempted as per the above list shall ensure that these accounts are used for permitted/ specified transactions only. Further, Branch shall flag these accounts in the CBS for easy monitoring. Lenders to such borrowers may also enter into agreements/ arrangements with the borrowers for monitoring of cash flows/ periodic transfer of funds (if permissible) in these accounts.

Bank shall monitor all current accounts and CC/ODs regularly, at least on a half-yearly basis, specifically with respect to the exposure of the banking system to the borrower and the bank's share in that exposure, to ensure compliance with these instructions. If there is a change in exposure of banks or aggregate exposure of the banking system to the borrower which warrants implementation of new banking arrangements, such changes shall be implemented within a period of three months from the date of such monitoring.

#### 4.9.7 Flow Chart- Opening of Current Account:

##### FLOW CHART – OPENING OF CURRENT ACCOUNTS



#### 5. TERM DEPOSIT ACCOUNT:

Term deposits are deposits received by the Bank for a fixed period, withdrawable after the expiry of the fixed period and include deposits such as Recurring/Fixed/Kamadhenu/Nitya Nidhi Deposit etc. Bank has tailored various term deposit schemes to suit the needs and expectation of the investing people from all walks of life. Term deposits can be opened by individuals, partnership firms, Private/Public Ltd Companies, HUFs, Institutions, Societies, Trusts, Limited Liability Partnership, Departments of Authority created by Government (Central or State), etc.

The Minimum period for placing deposit under Fixed deposits (FD) Scheme is 7 days (for deposits of Rs.5 lakh and above) otherwise the minimum period is 15 days. The minimum period under reinvestment scheme- Kamadhenu Deposit (KD) is 5 months and 6 months under Recurring deposit (RD). The maximum period for deposits under Fixed deposits (FD), Kamadhenu Deposit (KD) and Recurring deposit (RD) is 10 years. However, deposits in the name of Minors and deposits under court orders are accepted for more than 10 years' period.

NND (Nitya Nidhi Deposit) scheme is intended to mop up the small savings and is specially designed for daily savers of small means and based on daily door collection by Agents appointed by the Bank. The accounts under the NND scheme shall be opened with tenor of 63 months only. Minimum amount of daily contribution to NND Scheme is Rs.50 (Rupees Fifty Only). Daily collection per day per account shall not exceed Rs.1000/- (Maximum Rs. 30,000/- in a month). No interest and commission shall be paid beyond this limit. The detailed interest rates (Including interest rates applicable on premature withdrawal) for deposits under NND Scheme are announced

from time to time by the Bank. ***A penalty of 0.05% on the Interest payable for premature closure of the NND deposit will be collected on premature closure of NND Deposit when closed within 12 months.***

As required by law, while opening of the term deposit account, the Bank will satisfy itself about the identity, satisfying about his occupation and source of income, including verification of address of the person/s seeking to open an account to assist in protecting the prospective customers, public and the Bank itself against fraud and other misuse of the Banking system duly observing the KYC guidelines of RBI.

Introduction from an existing customer is **not mandatory** for opening accounts, including those of legal entities. An account will be considered fully KYC compliant after obtention of KYC documents like recent photographs, proof of identity and proof of address, verification of these documents & updation of the details in the system. (For details refer Annexure-A).

Full KYC exercise involves obtention of KYC documents like recent photographs, proof of identity and proof of address, verification of these documents, and safe keeping of the photographs/documents.

Only the 'Officially Valid Documents' mentioned in Annexure-A would be accepted for opening accounts of individuals/entities. Branches should not accept any other document for this purpose. (For details refer Annexure-A).

- 5.1 The Branch is required to obtain 2 photographs of all the person/s who are opening and operating the account. Photograph will not be insisted from depositors already having their SB/ Current Account with photographs.
- 5.2 The Branch is required to obtain Permanent Account Number [PAN] or alternatively obtain declaration in Form No.60 as per the Income Tax Act from the person/s opening the account. The PAN shall be verified from the verification facility of the issuing authority. The Bank will provide to the prospective customers details of the documents required for identification and Address Proof of the person/s opening the account. Persons & entities already having operative accounts such as Savings Bank, Current account, etc., need not provide the above documents for opening of the Term Deposit accounts.
- 5.3 The rate of interest for Term Deposits is decided by the Asset Liability Committee of the Bank, who has been delegated with such powers by the Board of the Bank. This interest rate is uniformly applied to all customers without any negotiation or discrimination. Hitherto Bank has been paying an additional interest of 1.28% above the prevailing rates for Army/Navy/Air force Insurance Groups. But as per RBI Circular dated 06.08.2015, the same has been withdrawn.
- 5.4 Premature withdrawals are allowed.
  - (a) A penalty of 1.00% shall be levied for premature closure/part withdrawal/premature extension (***penalty is waived if premature extension period is more than the original period as mentioned in paragraph below***) of Domestic/NRO term deposits of less than Rs.2 Crore that are accepted /renewed on or after 12.03.2019. ***However, waiver of penalty for premature closure/part withdrawal of term deposits may be permitted on case to case basis by the ALCO Sub-committee on the recommendation of the Circle Head.***
  - (b) ***Penalty is waived for premature extension of Domestic / NRO term deposits of less than Rs.2 Crore during the tenure, where extension is for a period longer than the period originally agreed to.***



(c) A penalty of 1.00% is waived in case of premature closure/part withdrawal/premature extension of Domestic/NRO CALLABLE term deposit of Rs. 2 Crore & above that are accepted/renewed on or after 12.03.2019. Such prematurely closed/part withdrawn/prematurely extended deposits will earn interest at the rate as applicable for the amount slab of Rs.2 Crore & above as ruling on the date of deposit and as applicable for the period run OR the rate at which the deposit has been accepted, whichever is lower. A penalty of 1.00% is applicable on Term Deposits under Capital Gains Account Scheme-1988, which are prematurely converted/withdrawn/closed, irrespective of the size of the deposit amount. Further, no interest will be payable on Domestic/NRO term deposits prematurely closed/prematurely extended before completion of 7<sup>th</sup> day. (Including for Sweep in- Sweep out deposits).

**5.5 Non-Callable Deposit: A term deposit without premature withdrawal option.**

*All Term Deposits accepted from individuals (held singly or jointly) for amount of Rupees One Crore and below shall have premature withdrawal facility.*

**5.5.1 Non-Callable deposit closure can be permitted under following exceptional circumstances:**

- a) *Death of Depositor.*
- b) *In case of bankruptcy of depositor/s, insolvency etc.*
- c) *In case of winding up of business/closure of departments/institutions etc.*
- d) *In case of Government/Regulatory order/court order*
- e) *In the event of Banker's right to set-off (i.e., legal right of the bank to set off or adjust the debit amount against the credit amount in the balance of the same borrower).*
- f) *Deposit made erroneously (subject to examination of staff lapses).*

**5.5.2 Rate of interest to be paid on Non-Callable deposits that are closed under exceptional circumstances (above cases) is as under:**

*If Non-Callable term deposit is closed based on above circumstances, ROI at 1.00% below the rate as applicable for Callable deposits, for the relevant amount slab as ruling on the date of deposit and as applicable for the period run OR 1.00% below the rate at which the deposit has been accepted, whichever is lower. However, no interest will be payable on term deposits prematurely closed/prematurely extended before completion of 7th day. (No penalty in case of death of depositor and deposits made erroneously subject to examination of staff lapses).*

*Delegated authority to permit the payment of interest for the Non-callable deposits shall be with Wing Head of Strategy & Resources Wing, for the above cases based on the recommendations of Circle Head.*

*The Guidelines on Non-Callable deposit are as under:*

<b>NON-CALLABLE DEPOSITS</b>	
<b>Minimum Period</b>	<b>46 Days</b>
<b>Maximum Period</b>	<b>10 Years</b>
<b>Eligibility</b>	<b>All types of Customers (Domestic/NRO/NRE)</b>
<b>Minimum Amount</b>	<b>Above Rs.1.00 Crore</b>
<b>Maximum Amount</b>	<b>No limit</b>
<b>Premature Closure</b>	<b>Not Permitted</b>
<b>Part-Withdrawal</b>	<b>Not Permitted</b>
<b>Sweep In/Sweep Out</b>	<b>No</b>
<b>Auto Renewal</b>	<b>No</b>

Non-Callable deposit, Part withdrawal/Premature withdrawal not permitted; should be mentioned on the deposit application.

- 5.6 Generally, loans/overdrafts against deposits are allowed. Such loans are sanctioned by charging interest at rates announced from time to time by the Bank. The Bank may also consider loan against deposit standing in the name of Minor. However, a suitable declaration stating that loan is for the benefit of the Minor is to be submitted by the guardian.
- 5.7 Deposits shall be automatically renewed by the Bank on due dates for similar periods as per the mandate of the depositor in the original application except in case of encumbered deposits, CGA deposits, Canara Tax Saver deposits, Non-callable deposits, discontinued products and in case of deposits where alternate instructions are available. The rate of interest prevailing on the date of maturity shall be the rate applicable for the renewed deposit. All other terms and conditions stated in the application will remain valid. The Bank intimates the depositor in advance regarding the date of maturity of the term deposit.
- 5.8 Interest shall be calculated at quarterly intervals on term deposits and paid at the rate decided by the Bank depending upon the period of deposits. Interest on Fixed Deposit is payable either monthly at discounted value or quarterly or half yearly or yearly or on maturity. The interest on Term deposits is calculated by the Bank in accordance with the formulae and conventions advised by Indian Banks' Association. The interest rates for term deposits are decided by the Asset Liability Committee of the Bank (ALCO) and shall be as applicable on the date of issue/renewal of the Term Deposit.
- 5.9 **Premature extension/renewal of term deposit:** In case the depositor desires to renew the deposit by seeking premature closure of an existing term deposit, the Bank will permit the renewal at the applicable rate on the date of renewal, provided the deposit has run for a minimum period of 7 days (for deposits of Rs.5 lakh and above) and the deposit is renewed for a period longer than the balance period of the original deposit. While prematurely closing a deposit for the purpose of renewal, interest on the deposit for the period it has remained with the Bank will be paid at the rate applicable to the period the deposit has remained with the Bank, subject to penalty (if any) and not at the contracted rate.
- 5.10 **Renewal of overdue Term Deposit:** When a domestic/ Ordinary Non-Resident (NRO) term deposit is renewed on maturity, the interest rate ruling on the date of maturity for the period specified by the depositor would be extended. Facility of Automatic renewal of domestic/NRO term deposits is available for depositors who exercise their option for auto renewal except CGA deposits, Canara Tax Saver deposits and Non-Callable deposits.
- 5.11 If a Domestic Term deposits matures and proceeds are unpaid, the amount left unclaimed with the Bank shall attract rate of interest as applicable to saving account or the contracted rate of interest on the matured TD, whichever is lower.
- 5.12 Opening of term deposits (Domestic/NRO/NRE) with Value date may be permitted on case to case basis by the S&R Wing Head, based on the recommendations of the Circle Head.

### 5.13 Deposits maturing on Holiday/non-business working day:

- ◆ If a term deposit is maturing for payment on a Holiday/non-business working day, interest shall be paid at the originally contracted rate on the original principal deposit amount for the Holiday/non-business working day, intervening between the date of the maturity of the specified term of the deposit and the date of payment of the proceeds of the deposit on the succeeding working day.
- ◆ In case of reinvestment of Term deposits and recurring deposits, interest shall be paid at the originally contracted rate for the intervening Holiday/non-business working day on the maturity value.

### 5.14 **BULK DEPOSITS:**

As per RBI Master Direction on Interest Rates on Deposits, "Bulk Deposit" is defined as "Single Rupee term deposit of ₹2 Crore and above" w.e.f 12.03.2019

***The rate of interest for Bulk Deposits is decided by the Asset Liability Committee of the Bank, who has been delegated with such powers by the Board of the Bank.***

***If branches are desirous of quoting deposits with validity period / preferential rate for Bulk Deposit, a sub-committee of ALCO (ALCO Sub-committee) approved by the Board of directors shall be vested with delegated powers to quote additional interest of maximum 50 bps over and above the card rate. The proposals falling under the powers of ALCO Subcommittee shall be taken up with the Committee by Integrated Treasury Wing based on market conditions and ongoing rates.***

**ALCO Subcommittee shall consist of the following :-**

1. ***Executive Director Overseeing Integrated Treasury Wing***
2. ***CGM/GM, Integrated Treasury Wing***
3. ***CGM/GM, Group Chief Finance Officer, Financial Management Wing.***
4. ***CGM/GM. Chief Risk Officer, Risk Management Wing.***
5. ***CGM/GM, Strategy & Resources Wing***

***The additional interest over card rates shall be approved by minimum of three committee members out of which approval of Executive Director Overseeing Integrated Treasury Wing is mandatory.***

***Monthly consolidated note on all the proposals permitted by ALCO sub-committee shall be placed before the ALCO by Integrated Treasury Wing for information.***

***SOP for Bulk Deposit is enclosed in Annexure-I (A).***

Presently, there is no penalty for premature closure/part withdrawal/premature extension of Domestic/NRO term deposit of Rs.2 Crore & above.

The upper limit for a branch, to accept single term deposit at Card rate, has been enhanced to less than Rs.10 Crore with effect from 26.03.2020. However, if branches are desirous of quoting deposits with validity period / preferential rate for Bulk Deposit of Rs.2 Crore and above to less than Rs.10 Crore then permission has to be obtained from Integrated Treasury Wing through their respective Circle office.

For Single Bulk Domestic term deposit of Rs.10 Crore and above, only Designated branches shall take up with T & I Division, Integrated Treasury Wing, Mumbai, HO through Resources Section of respective Circle office for obtaining permission to

accept the deposit. Head of S & R Wing is permitted to designate any branch (other than Designated branches) to open Single Bulk Term Deposit of “Rs.10 Crore and above” in exceptional circumstances based on business needs and on the recommendation of the Circle Head.

In case of all Bulk Deposits of Rs.2 Crore & above, a confirmatory letter in the form of a “Thanks giving” letter will be sent by the Bank to the beneficiary by Registered Post/Reputed Courier as well as e-mail and SMS wherever email ID and mobile number are available, giving necessary details.

KYC guidelines shall be complied with scrupulously while accepting bulk term deposits. Proper application, documents and resolution of the Board/Governing Body (wherever applicable), etc. have to be obtained and verified for its genuineness.

In respect of bulk term deposits, opening of term deposit account and printing of Deposit Receipt shall be done on the same day of accepting/ clearance of the proceeds.

A Power of Attorney holder from the branch accepting the bulk term deposit/upcountry branch/Circle (where the depositor is located) shall pay a personal visit to the office of the beneficiary after opening the bulk term deposit. This visit may coincide with the handing over of the Deposit Receipt against due acknowledgement from the depositor/ depositor’s authorized representative.

The visit of the Bank Official and handing over of the deposit receipt shall be properly recorded. Such record shall be kept in a separate file which may be verified and commented upon by the Overseeing Executive during the interface with the branch/branch visit. The branch-in-charge shall be responsible for getting the same verified by the Overseeing Executive. Compliance of this aspect shall be ensured by the Inspecting Officers during the regular inspection of the branch.

In case of loan/overdraft facility of Rs.2 Crore and above against the term deposit, necessary due diligence shall be ensured by the branches. For loan/overdraft facility of less than Rs.10 Crore sanctioned against a term deposit, offsite monitoring should be done at the Operations Section, Circle Office and for loan/overdraft facility of Rs.10 Crore & above offsite monitoring should be done at OTM Cell, Transaction Monitoring Vertical, Operations Wing, Head Office.

Branches should not credit the proceeds of loan to third party accounts in case of loans/advances granted on term deposits. The loan proceeds should be credited to the account of the depositor/s only.

Before disbursing the loan proceeds against term deposits, independent confirmation regarding request for loans to be obtained from the depositor, in addition to loan application. The extant guidelines on delegation of powers shall be strictly adhered to while sanctioning any Loans/Overdrafts against term deposits.

Reports to be generated from CBS on a day to day basis for large value transactions of Rs.2 Crore & above in respect of Term Deposits and Loans/Overdrafts granted against Term Deposits and Operations Section of the respective Circle Office should monitor these transactions every day.

Staffs are advised to ensure strict compliance of all the cited guidelines and staff accountability shall be fixed for any lapse on part of the staff in following the laid down guidelines either in processing a proposal or sanction/disbursement, or monitoring. Operations Section of the respective Circle Office should monitor the same. The statutory/ concurrent auditors may also be assigned in their TOR (Terms of Reference) to monitor this aspect more closely.

Review of all Bulk Deposit Transactions of Rs.2 Crore & above should be done by the respective Resources Section of Circle Office regularly. Review of loans against Bulk Term Deposits should be done by the respective Credit Review Section of Circle Office regularly.

A Callable deposit (premature withdrawal permissible) can be closed before maturity at any point of time without penalty and the rate of interest will be payable at the rate prevailing on the date of opening, for the period that the deposit has run.

#### **5.15 Tax on Interest on Bank Deposits:**

The Bank has statutory obligation to deduct tax at source if the total interest paid/payable in a financial year on all term deposits (including RD) held by a person exceeds the amount specified under the Income Tax Act. In case where PAN is not submitted by the customer, TDS will be deducted at prescribed rate or 20% whichever is higher. The Bank will issue a tax deduction certificate (TDS Certificate) for the amount of tax deducted wherever PAN was provided by the customer(s). The depositor, if entitled for exemption from TDS, can submit declaration in the prescribed format (Form 15G/H or exemption certificate u/s 197 of Income Tax Act, 1961) at the beginning of every financial year or at the time of opening of fresh deposit by new customer. TDS on interest of deposit shall be deducted if applicable, at the time of compounding of accrued interest on quarterly basis (anniversary quarter) and on accrual basis as on 31st March.

***As per Section 139AA of the Income Tax Act 1961, every person eligible to obtain an Aadhaar and has PAN, must link their Aadhaar with their PAN by 30.06.2023. If a person failed to link Aadhaar with PAN on or before 30.06.2023, the PAN shall become inoperative from 01.07.2023 & continue till the PAN becomes operative.***

***Accordingly, TDS will be deducted at higher rate @20% where the person fails to link their Aadhaar with PAN.***

#### **5.16 Payment of Interest on domestic Term Deposit (Including Tax Saver Deposit) of a deceased depositor:**

- 5.16.1 In respect of the deposit of the deceased closed before maturity and repaid to the legal heirs/ representatives of the deceased depositor, interest is payable at the rate applicable for the period for which the deposit actually remained with the bank without penal cut.
- 5.16.2 In the event of the death of the depositor before the date of the maturity of the deposit and the amount of the deposit is claimed after the date of maturity, the bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity till the date of payment, the bank shall pay simple interest at the applicable Savings bank rate prevailing on the date of maturity, for the period for which the deposit remained with the bank beyond the date of maturity.
- 5.16.3 In the case of death of the depositor after the date of maturity the bank shall pay interest at Savings Bank rate prevailing on the date of maturity, from the date of maturity till the date of payment.

#### **5.17 Payment of interest on Death Claim settlement in respect of auto renewed deposits:**

- 5.17.1 Payment of interest in the event of the death of the depositor before the date of maturity of the original deposit and the deposit is auto renewed on the date of

maturity and the amount of deposit is claimed before or after the subsequent maturity date:

- The bank shall pay interest at contracted rate till the date of maturity of the original deposit and thereafter Savings Bank deposit rate operative on the date of maturity of the original deposit from the date of maturity of the original deposit till the date of payment.

5.17.2 Payment of interest in the event of the death of the depositor after the date of maturity of the original deposit and the deposit is auto renewed on the date of maturity and the amount of deposit is claimed during the pendency of the auto renewed deposit (i.e. premature closure of the auto-renewed deposit):

- From the date of auto renewal of the deposit till the date of payment, interest rate applicable for the period run prevailing on the date of auto renewal of the deposit without penal cut.

The above is applicable for the first renewal cycle of auto renewal.

5.17.3 Payment of interest in the event of the death of the depositor after the date of maturity of the original deposit and the deposit is auto renewed on the date of maturity of the original deposit and the amount of deposit is claimed after the maturity date of the auto renewed deposit:

(i) If the death of the depositor occurs after the date of maturity of the original deposit, but before the maturity of auto renewed deposit (i.e., first auto renewal) and the amount of deposit is claimed after the maturity of the auto renewed deposit:

- At the contracted rate till the date of maturity of auto-renewed deposit (i.e., first auto renewal).
- At Savings Bank deposit rate operative on the date of maturity of auto-renewed deposit from the date of maturity of the auto-renewed deposit till the date of payment.

(ii) If the auto renewal happens for more than once and the death of the depositor occurs during one of these auto renewal cycles, contracted rate shall be payable till the maturity date of the renewal cycle in which the death has occurred. Savings Bank rate shall be payable thereafter till the date of payment.

## **5.18 Term Deposits of Senior Citizens:**

Additional interest of 0.50% is available to Senior Citizen deposits only in case of Retail Term Deposit (RTD- Less than Rs.2.00 Crore) with tenor of 180 days and above under Domestic term deposits except CGA deposits, NRO/NRE term deposits. Senior Citizen Deposit can be opened by persons who have completed the age of 60 years and above, individually or jointly with other senior citizen or with other persons below the age of 60 years subject to the condition that the Senior Citizen is No. 1 Depositor. The Bank will satisfy about the age through verification of applicable documents and a copy of the same will be obtained along with the application. As per RBI direction, the system will automatically enable preferential ROI (i.e. 0.5 % over and above existing deposit rate) to all existing Domestic Term Deposits and RD deposits with effect from the date of customer becoming Senior Citizen.

For Ex-Employee Senior Citizens (60 years and above) additional 1.50% over and above the rate offered for General public is to be extended for all deposit periods (except for term deposits under NRO, and Capital Gains Deposit scheme), irrespective of the size of the deposit. However, under Canara Tax Saver Scheme,

the additional interest rate offered to Ex-employee Senior Citizens over and above the rate offered for General Public is 1% only.

#### 5.19 **NRE TERM DEPOSITS:**

Minimum period of NRE deposit is one year and maximum period is 10 years. There is no stipulation on minimum/maximum deposit amount. The period of NRE term deposits can be extended during the tenure of the deposit for a period longer than the original period (i.e., original period of the deposit). The period of the extended deposit shall be minimum of one year and a maximum of 10 years effective from the date of extension. The depositor should continue to be non-resident at the time of extension of deposit.

Guidelines related to premature closure and renewal of NRE deposit will also be applicable in case of extension of deposit.

##### 5.19.1 **Renewal of overdue NRE Term Deposit:**

- a. The overdue NRE term deposit will be paid interest at prevailing NRE Savings Bank Rate for the overdue period. Renewal of overdue terms deposit from the date of maturity is prohibited. If such deposit is continued (entire amount or in part), the same will be treated as a fresh term deposit from the date of presentation, at the rate prevailing on the date of presentation for the period of fresh term deposit.
- b. The entire amount of overdue deposit or a portion can be placed as fresh NRE Term Deposit from the date of presentation. The interest payable for fresh deposit is the rate prevailing as on the day of the fresh deposit, provided the period of the fresh deposit is not less than 1 year from the date of making such fresh deposit.
- c. NRE term Deposit shall be automatically renewed only once by the Bank on due date for an identical period at the applicable rate of interest ruling on the date of maturity based on the mandate of the depositor in the original application form, unless instruction to the contrary is received from the depositor by the Bank. The renewal will be in accordance with the provisions of the relevant RBI scheme in force at the time of renewal. The depositor should continue to be non-resident at the time of renewal deposit.

##### 5.19.2 **Premature withdrawal of NRE term deposits:**

- 1) A penalty of 1.00% shall be levied for premature closure/premature extension (***penalty is waived if premature extension period is more than the original period as mentioned in paragraph below***) of NRE term deposit of less than Rs.2 Crore that are accepted /renewed on or after 12.03.2019.
- 2) ***A penalty of 1.00% is waived in case of premature extension of NRE CALLABLE term deposit of less than Rs. 2 Crore during the tenure, where extension is for a period longer than the period originally agreed to.*** Further, no interest will be payable on NRE term deposits prematurely closed/prematurely extended before completion of 1 year.

The penalty of 1.00% is waived in case of premature closure/premature extension of NRE CALLABLE term deposit of Rs. 2 Crore & above that are accepted/renewed on or after 12.03.2019. Such prematurely closed/ prematurely extended deposits will earn interest at the rate as applicable for the amount slab of Rs.2 Crore & above as ruling on the date of deposit and as applicable for the period run OR the rate at which the deposit has been accepted, whichever is lower.

- a. However, no penalty will be charged for premature closure/extension of NRO term deposits that are placed in NRE term deposits.

- b. NRO deposits can be placed in NRE deposits subject to:
  - Such transfer is within the overall limit of USD 1.00 million or its equivalent in other currencies during a financial year, and
  - Customer submitting Form 15CA and 15CB.
- c. Where NRE deposit is to be closed before maturity before completion of one year from the effective date of deposit, no interest shall be payable on such premature closure.
- d. In the case of premature withdrawal of NRE term deposit, for conversion into Resident Foreign Currency [RFC] account, the Bank may not levy any penalty for premature withdrawal. If such a deposit has not run for a minimum period of 1 year, the Bank may, at its discretion, pay interest at a rate not exceeding the rate payable on NRE Savings Bank Deposit, provided request for such a conversion is made by NRE account holder, immediately on return to India.
- e. Where the NRE deposit is closed before maturity on or after completion of one year from the effective date of deposit, the interest payable on such premature closure shall be as per the prevailing Bank guidelines.
- f. Conversion of NRE deposit into Foreign Currency Non-Resident [B] deposit and vice-versa before maturity will be subject to the provision relating to premature withdrawal.

### 5.19.3 Payment of Interest on the NRE Term Deposit of a deceased depositor:

In the case of NRE deposit where the claimant/s are residents, the deposit on maturity will be treated as domestic deposit and interest will be paid for the subsequent period at a rate applicable to the domestic deposit of a similar maturity.

## 5.20 DEPOSITS HELD IN FCNR [BANKS] ACCOUNTS:

### 5.20.1 Important features of the Scheme:

- a) Non-resident Indians (NRIs) and Persons of Indian Origin (PIOs) are permitted to open and maintain FCNR (B) accounts.
- b) The scheme covers deposits in US Dollar (USD), Great Britain Pound (GBP), Euro(EUR), Canadian Dollars(CAD) and Australian Dollars(AUD) from non-resident individuals of Indian nationality or origin [NRIs].
- c) Repatriation of funds in foreign currencies is permitted.
- d) The deposits are accepted only in form of FDR or KDR under the Scheme for the following maturity periods:

DETAILS	MINIMUM PERIOD	MAXIMUM PERIOD
FCNR (B) KDR	ONE YEAR	FIVE YEARS
FCNR (B) FDR	ONE YEAR	FIVE YEARS

No Recurring Deposits shall be accepted under FCNR (B) Scheme.

- e) Transfer of funds from the existing NRE accounts to FCNR (B) accounts and vice versa, of the same account holder, is permissible.
- f) Minimum Amount for opening FCNR(B) Account:

Currency	USD	GBP	EUR	CAD	AUD
Minimum Amount	500	500	500	500	500

There is no maximum limit.



## 5.20.2 Manner of payment of interest:

- The rate of interests on FCNR (B) deposits are decided on a monthly basis by the Asset Liability Committee (ALCO) of the Bank, who has been delegated with such powers by the Board.
- The Overnight Alternative Reference Rate for the respective currency /SWAP rates as on the last working day of the preceding month shall form the base for fixing ceiling rates for the interest rates offered effective in the following month.
- The interest rates ceiling on FCNR (B) deposits shall be as under:

PERIOD OF DEPOSIT	CEILING RATE
1 year to less than 3 years	Overnight Alternative Reference Rate for the respective currency/ Swap plus 250 basis points
3 years and above up to and including 5 years	Overnight Alternative Reference Rate for the respective currency / Swap plus 350 basis points

- The Overnight Alternative Reference Rate for the respective currency / Swap rates quoted / displayed by Financial Benchmarks India Pvt. Ltd. (FBIL) shall be used as the reference for arriving at the interest rates on FCNR(B) deposits.
- Accordingly, interest on FCNR (B) Deposits is intimated on a Monthly basis by Integrated Treasury Wing, Mumbai for following periods:
  - (a) One year and above but less than two years.
  - (b) Two years and above but less than three years.
  - (c) Three years and above but less than four years.
  - (d) Four years and above but less than five years.
  - (e) Five years only.
- Employees/Ex-employees/Ex-employees Senior Citizen and Senior Citizens are not eligible for preferential interest.
- Interest on FCNR (B) deposits shall be calculated and paid in the manner indicated below:
  - (a) CBS reckons 360 days as number of days per year while calculating interest on FCNR (B) deposits.
  - (b) In case of FCNR [B] FDRs accepted for a period of exactly one year, simple interest is payable only on the date of maturity. In other words, in case of such FCNR [B] FDRs accepted for a period of one year, interest for the entire year [365 or 366 days, as the case may be] should be computed without any compounding effect and no payment of interest should be made before completion of one year from the date of investment.
  - (c) In case of FCNR [B] Fixed Deposits accepted for more than one year, simple interest can be paid at intervals of 180 days each and thereafter for remaining number of days. Hence depositors intending to draw interest at half yearly rests [i.e. at intervals of 180 days] by way of credit to NRE / FCNR[B] / other accounts or remittance abroad, should be advised to keep the deposit in FCNR [B] FDR at least for a minimum period of 1 year + 1 day.

(d) In the case of FCNR (B) Fixed Deposits where the depositor wishes to get monthly / quarterly interest, the same should be paid at discounted value basis as per the existing norms.

(e) In case of FCNR (B) KDR accounts, interest will be paid on maturity with compounding effect at the interval of 180 days.

#### 5.20.3 Automatic Renewal of FCNR (B) Deposits:

(a) Auto renewal facility is enabled for FCNR (B) deposits with effect from 03.03.2021. Deposits falling due on or after this date will be renewed automatically only once on the date of maturity for the similar tenure, unless instruction to the contrary is provided by the term depositor on or before the due date.

(b) The facility of auto-renewal of FCNR (B) deposits is restricted to single renewal only (i.e., auto renewal shall happen only once), as the Non-resident status of the depositor is to be confirmed periodically. For subsequent renewals, if any, branches to obtain the express authority in writing from the depositor or fresh account opening form.

(c) This facility will be available only for the accounts where passport is not in expired status.

#### 5.20.4 Payment of interest on overdue FCNR (B) Deposits:

Overdue period (from the date of maturity till the date of renewal, both days inclusive)	FCNR (B) Deposit
Not exceeding 14 days	Branches may renew an overdue deposit or a portion thereof from the date of maturity. The rate of interest payable on the amount of the deposit so renewed shall be the appropriate rate of interest for the period of renewal as prevailing on the date of maturity or on the date of renewal, whichever is lower.
More than 14 days*	Simple interest at par with RFC SB rate for the respective currency prevailing on the date of renewal or the contracted rate of interest on the matured TD, whichever is lower.

\*Where deposit is overdue for more than 14 days, renewal from date of maturity is not permitted. If customer requests the Bank for renewal of such overdue deposit, the same shall be acceded to by treating it as a fresh term deposit at the interest rate prevailing on the date of renewal for the period of fresh term deposit.

**Note:** In case, where only a portion of the overdue deposit is renewed, interest for the overdue period shall be paid on the amount so placed only.

#### 5.20.5 Premature withdrawal of deposits:

1. Where the FCNR(B) deposit is to be closed before maturity before completion of the minimum period of deposit i.e., one year from the effective date of deposit, no interest is payable on such prematurely closed deposit.

### **Penalty on Premature withdrawal of deposits:**

- a. For FCNR (B) deposits opened or renewed prior to 19.11.2021:

If FCNR (B) deposit is closed before maturity on or after completion of the stipulated minimum period of deposit of 1 year, the rate of interest payable on such prematurely closed deposit shall be 1% less than the stipulated rate of interest applicable to FCNR (B) deposit for the period run, as ruling on the date of deposit.

If the applicable rate of interest for the period run is less than 1%, No interest should be paid for premature withdrawal.
- b. For FCNR (B) deposits opened/renewed on or after 19.11.2021:

If FCNR (B) deposit is closed before maturity on or after completion of the stipulated minimum period of deposit of 1 year, the rate of interest payable on such prematurely closed deposit shall be the rate of interest applicable to FCNR (B) deposit for the period run, ruling as on the date of deposit or on the date of seeking premature withdrawal, whichever is lower.
2. If on request from the heir/s, legal representative/s or nominee/s, Bank agrees to split the amount of term deposit and issues two or more receipts individually in the name of the heir/s legal representative/s or nominees, before maturity of deposit, it shall not be construed as premature withdrawal of the term deposit provided the period and aggregate amount of the deposit do not undergo any change.
3. No penalty for premature withdrawal shall be levied, where depositors of the branch as mentioned in consequence of transfer of branch of one bank to another branch section of this policy desires premature withdrawal of deposit consequent to the transfer of business to another bank.

### **5.20.6 Payment of interest on FCNR (B) deposits of NRIs on return to India:**

- When the FCNR (B) account holder returns to India for permanent settlement, he/she shall immediately inform the branch about the change in the status. Branches should obtain a declaration from the account holder to the effect that he/she has come back to India for permanent settlement and the same is to be kept along with the account opening form. Persons of Indian nationality/origin, who return to India for permanent settlement, are having the following two options, as regards their FCNR (B) deposits:
  - a) To continue the FCNR (B) deposit till maturity at the contracted rate of interest.

#### **NOTES:**

- i) Under this option, the deposit will continue as FCNR (B) with regards to provisions relating to rate of interest and reserve requirements. For all other purposes, such deposits would be treated as resident deposits from the date of return of the account holder to India.
- ii) In case the depositor requests for premature closure of such FCNR(B) deposits subsequent to his/her return to India for permanent settlement, the request can be acceded to as advised in para 5.20.5, including instructions regarding levy of penal cut of interest.

- iii) On maturity of such continued FCNR (B) deposit, branches should convert the same into either resident rupee deposit or RFC account, at the option of the account holder.
- b) To close the existing FCNR(B) deposit before maturity [without penal cut] and convert the proceeds i.e., principal and interest accrued for the actual period run (without penal cut) into Resident Foreign Currency (RFC) account.
  - FCNR (B) accounts cannot be re-designated as RFC accounts with retrospective effect. The interest payable on FCNR(B) accounts in foreign currency is applicable until the date of re-designation of FCNR(B) to RFC account. Thereafter, interest will be paid as applicable to RFC account. In other words, the rate of interest as applicable to RFC deposit will be payable from the date of opening of RFC deposit.
  - In cases where the FCNR (B) deposits have not completed the minimum period of deposit i.e., 1 year, as on the date of conversion into RFC account as per option [b] above or conversion into resident rupee deposit by premature closure of the FCNR(B) deposit, if so desired by the depositor, interest may be paid on such FCNR(B) deposits at EITHER the RFC SB deposit interest rate prevailing on the date of conversion OR the contracted rate of interest of the FCNR(B) deposit, WHICHEVER IS LOWER
  - If the FCNR (B) deposit held in one designated currency is sought to be converted into another designated currency under RFC account, specific authority should be obtained from the depositor.
  - If the account holders become non-residents again subsequent to conversion of FCNR (B) deposits into RFC account, they would be free either to transfer the balances in RFC account to accounts outside India or to convert such balances into NRE/FCNR (B) accounts in India.

#### **5.20.7 Interest payable on the deposit of a deceased depositor (FCNR-B Deposit):**

Bank shall pay interest on the term deposits standing in the name(s) of a deceased FCNR(B) individual depositor or two or more joint depositors where one of the depositors has died, as under:

- (a) If paid on the maturity of the deposit, interest shall be paid at the contracted rate;
- (b) If the deposit is claimed before the maturity date, interest shall be paid not at the contracted rate but at the rate applicable to the period for which the deposit remained with the bank and without charging penalty for pre-payment;
- (c) In case the depositor dies before the date of maturity of the deposit but the amount of the deposit is claimed after the date of maturity, interest shall be paid at the contracted rate till the date of maturity and simple interest at the applicable rate operative on the date of maturity for the period for which the deposit remained with the bank beyond the date of maturity.
- (d) In case of death of the depositor after the date of maturity of the deposit, the interest rate operative on the date of maturity in respect of savings deposits held under Resident Foreign Currency (RFC) Account Scheme shall be paid from the date of maturity till the date of payment.
- (e) In case the claimants are residents, the maturity proceeds shall be converted into Indian Rupees on the date of maturity and interest shall be paid for the

subsequent period at the rate applicable to a domestic term deposit of similar maturity.

### **5.21 Consequence of transfer of branch of one bank to another Bank:**

Deposits accounts transferred from one bank branch to another bank branch on account of takeover of bank branches in rural and Semi-Urban Centres shall adhere to the following conditions:

- (i) Deposit accounts shall be deemed to be transferred to the new bank and will continue to be governed by the terms of contract agreed to between the customer and the bank branch that is being taken over.
- (ii) The same rate of interest shall be payable till maturity on such transferred deposits, as was payable at the time of takeover of the branch.

### **5.22 While opening NRE/NRO/FCNR accounts, NRI customer has to submit proof of his/her NRI status by submitting any of the following documents or any other suitable document to establish the status of NRI, in addition to Identity & Address proof:**

- a) Copy of Valid Work/Study Visa*
- b) Copy of work permit*
- c) Copy of Proof/certificate of residence*
- d) Copy of Employment /Employment Contract copy*
- e) Copy of Residence Permit*
- f) Copy of E-Visa*

While converting existing Domestic Saving Bank A/c into NRO A/c, NRI customer should submit NRI status proof as mentioned above.

Further, in all cases of renewal of existing NRE/NRO/FCNR Term deposits, necessary proof as mentioned above should be obtained to establish the fact that customer continues to hold NRI status.

The verification of status of NRI to be done to ensure that the customer continues to hold NRI status and eligible to maintain NRI account.

### **5.23 Joint accounts:**

- a. NRE SB, NRE Term Deposits and FCNR Accounts can be opened in Joint Name with Resident Close Relative (as defined U/S 2(77) of Indian Companies Act, 2013) on "Former or Survivor" basis. Money belonging to Resident Joint Account Holder cannot be credited into such Joint Account. Resident Joint Account Holder should not operate the account, unless authorized through a Letter of Authority or Power of Attorney.
- b. NRI OPENING JOINT ACCOUNT:
  - ✓ NRI can open joint account with other NRIs or Resident Indian Close relative as defined under Section 2 (77) of Indian Companies Act, 2013).
- c. RESIDENT INDIAN OPENING JOINT ACCOUNT:
  - ✓ Resident Indian can open account with Non-Resident Indian close relative, as defined in Section U/S 2(77) of Indian Companies Act, 2013. Operation condition is either or Survivor.

- ✓ In such Joint account funds belonging to Non Resident Indian should not be credited.
- ✓ Such account shall be treated as Resident Account for all purposes.

d. Addition/Deletion

Subject to complying with the FEMA regulations noted in b) and c) above, addition and deletion can be permitted. There is no restriction in number of persons to open joint account.

**5.24 RESIDENT FOREIGN CURRENCY ACCOUNTS (RFC):**

A person resident in India may open, hold and maintain a Foreign Currency Account, to be known as a Resident Foreign Currency (RFC) Account, out of foreign exchange:

- (a) received as pension or any other superannuation or other monetary benefits from his employer outside India; or
- (b) realised on conversion of the assets referred to in sub-section (4) of section 6 of the FEMA 1999, and repatriated to India; or
- (c) received or acquired as gift or inheritance from a person referred to in sub-section (4) of section 6 of the FEMA 1999; or
- (d) referred to in clause (c) of section 9 of the FEMA 1999, or acquired as gift or inheritance there from; or
- (e) received as the proceeds of life insurance policy claims/ maturity/ surrender values settled in foreign currency from an insurance company in India permitted to undertake life insurance business by the Insurance Regulatory and Development Authority.

Branches should verify the original passport and certify on the application that the details mentioned therein are correct after being satisfied that the applicant is eligible to open RFC account and that the funds being credited to the account represents eligible remittance/ proceeds.

**DESIGNATED CURRENCIES:**

RFC Accounts will be maintained in US Dollars [USD], Sterling Pounds [GBP], Euro [EUR], Canadian Dollars [CAD] and Australian Dollars [AUD].

**Minimum Amount for Opening RFC Term Deposit (FD/KD) Account:**

Currency	USD	GBP	EUR	CAD	AUD
Minimum Amount	1000	1000	1000	1000	1000

There is no maximum limit.

**Minimum Amount for Opening RFC Savings Bank/Current Account:**

Currency	USD	GBP	EUR	CAD	AUD
Minimum Amount	100	100	100	100	100

The minimum amounts of deposit in the different designated currencies for being eligible for payment of interest in Savings Bank account are as follows: USD: 1000, GBP: 1000, EUR: 1000, CAD: 1000 and AUD: 1000.

**TYPES OF RFC ACCOUNTS:**

RFC Accounts can be maintained in the form of Current/Savings Bank [without cheque book facility] and Term Deposits other than Recurring Deposit accounts. Savings Bank accounts cannot be opened for trade and commercial purposes. The

RFC Fixed Deposit can be opened for a minimum period of one month and a maximum period of three years. In exceptional cases, where deposit is for a minimum amount of USD 250,000 or its equivalent in other currencies, RFC FDR may also be accepted for short period of one week to less than one month.

**RATE OF INTEREST:**

The rate of interest on RFC deposits are decided on a monthly basis by the Asset Liability Committee (ALCO) of the Bank, who has been delegated with such powers by the Board.

Accordingly, interest on RFC Deposits is intimated on a Monthly basis by Integrated Treasury Wing, Mumbai.

Employees/Ex-employees/Ex-Employees senior citizen of the bank and Senior Citizens are not eligible for preferential rate of interest of 1% on RFC deposits.

**The guidelines for calculation and payment of interest for the overdue period on RFC term deposits are as under:**

Overdue period (from the date of maturity till the date of renewal, both days inclusive)	RFC Term Deposit
<p align="center"><b>Not exceeding 14 days</b></p>	<ul style="list-style-type: none"> <li>• Overdue RFC Term Deposit can be renewed from the date of maturity at the interest rate prevailing on the date of maturity, provided the deposit is renewed to fall due after a period of not less than one month from the date of renewal.</li> <li>• In case of renewal of individual RFC Term Deposits of value USD 250,000 and above or equivalent in other currencies, minimum period of renewal can be one week beyond date of renewal.</li> <li>• Wherever the depositor opts to renew the deposit from the date of presentation to take advantage of enhanced interest rate prevailing on the date of presentation, same can be acceded to without payment of interest for the overdue period.</li> </ul>
<p align="center"><b>More than 14 days*</b></p>	<p>Simple interest at par with RFC SB rate for the respective currency prevailing on the date of renewal or the contracted rate of interest on the matured TD, whichever is lower.</p>

\*Where deposit is overdue for more than 14 days, renewal from date of maturity is not permitted. If customer requests the Bank for renewal of such overdue deposit, the same shall be acceded to by treating it as a fresh term deposit at the interest rate prevailing on the date of renewal for the period of fresh term deposit.]

**Note:** In case, where only a portion of the overdue deposit is renewed, interest for the overdue period shall be paid on the amount so placed only.

**Premature Closure of RFC Term Deposit:**

- a) In the case of premature closure of the deposit, penal cut of 1% is to be levied on the applicable rate of interest for the period for which the deposit has actually run, as ruling on the date of deposit.

If the applicable rate of interest for the period run is less than 1%, No interest should be paid for closure before maturity.

- b) Extension of period of RFC Term Deposits during the tenure of the deposit for a period longer than the balance period is permitted without applying penal cut of 1%. The minimum/maximum period of the extended deposit from the date of extension, shall be minimum period of one month and a maximum period of 3 years.

If the extended deposit is closed before the original due date, levy of 1% penalty is to be applied from the date of opening of the deposit itself.

#### **5.25 RESIDENT FOREIGN CURRENCY (DOMESTIC) ACCOUNT [RFCD]:**

A resident individual may open an RFC(D) account to retain in a bank account in India the foreign exchange acquired in the form of currency notes, bank notes and travellers cheques from overseas sources such as:

- a. payment while on a visit abroad for services not arising from any business or anything done in India;
- b. honorarium or gift or for services rendered or in settlement of any lawful obligation from any person not resident in India and who is on a visit to India;
- c. honorarium or gift while on a visit to any place outside India;
- d. gift from a relative;
- e. unspent foreign exchange acquired from an authorised person for travel abroad;
- f. representing the disinvestment proceeds received by the resident account holder on conversion of shares held by him to ADRs/ GDRs under the 10DR Scheme, 2014;
- g. by way of earnings received as the proceeds of life insurance policy claims/ maturity/ surrender values settled in foreign currency from an insurance company in India permitted to undertake life insurance business by the Insurance Regulatory and Development Authority

Balances received in RFCD Current Account during a calendar month shall be converted into INR on the last working day of next month after adjusting for utilization of the balances for approved purposes or forward commitments.

Balances may be credited to NRE/ FCNR (B) Accounts, at the option/ request of the account holder consequent upon change of their residential status from resident to non-resident.

#### **TYPE OF ACCOUNT:**

Current Account only. Operation by authority letter and no cheque book shall be issued.

While accepting Foreign Currency Notes for the credit to RFC/RFCD, Bank shall collect from the Customer the difference between the rupee equivalent of the foreign currency amount of the FC notes at FC Note Buying rate and TT selling Rate.

RFC Accounts can be held singly or jointly in the names of eligible persons. However, resident Indian close relative/s (as defined U/S 2(77) of Indian Companies Act, 2013) is/are now being made eligible to become joint holder/s in RFC bank accounts on 'former or survivor' basis. Such accounts shall attain the status of an ordinary resident account if the resident close relative becomes the sole account holder at a later date.

#### **5.26 TREATMENT OF OVERDUE FCNR (B)/RFC DEPOSIT**

- a. If FCNR/RFC term deposits remain overdue for a period of three years from the date of maturity of the deposit, at the end of the third year, branches shall convert the balances lying in the foreign currency into Indian Rupee at the



exchange rate (TT Buying) prevailing as on that date and place the converted amount in overdue INR deposit.

- b. Thereafter, depositor shall be entitled to claim either the said overdue deposit proceeds in INR along with interest thereon, or the foreign currency equivalent (calculated at the rate prevalent (TT Selling) as on the date of payment) of the Indian Rupee proceeds of the original deposit along with interest.
- c. In respect of foreign currency denominated deposits like RFC-SB, RFC-CA, or any other FC deposit with no fixed maturity period, if the deposit remains inoperative for a period of three years (debit of bank charges not to be reckoned as operation), branches shall give three months' notice to the depositor at his last known address and convert the deposit from the foreign currency into Indian Rupees, at the end of the notice period at the prevailing exchange rate.
- d. Thereafter, depositor shall be entitled to claim either the said deposit proceeds in INR along with interest thereon, or the foreign currency equivalent (calculated at the rate prevalent (TT Selling) as on the date of payment) of the Indian Rupee proceeds of the original deposit along with interest. (As stated in item b above).

#### **5.27 OPENING OF ACCOUNTS BY BANK'S UNITS ABROAD (BRANCHES ABROAD AND EXCHANGE COMPANIES MANAGED BY OUR BANK AND REPRESENTATIVE OFFICE:**

- a) Applications for opening of NRE accounts are accepted in our Bank's branches abroad and three Exchange Companies viz. Al Razouki International Exchange Company, Eastern Exchange Est. and Musandam Exchange"
- b) After scrutiny of AOF including KYC documents and satisfying that the AOF is complete in all aspects and NRE SB/NRO SB account can be opened, the Official (who should be an Officer of the Canara Bank not less than Scale II on deputation to the Exchange Company, Branch/Representative Office abroad) should sign in full "Accepted to open the Account" column in the AOF; duly mentioning his/her Signing Power Number.
- c) Account opening forms can be downloaded from our Bank's Website.

#### **5.28 ACCOUNT OPENING FORM FOR ALL NRE ACCOUNTS**

For opening of NRE SB accounts, our Branches abroad and Exchange Companies abroad can also be approached. The required application, KYC/AML documents, Identity/Address proof and photo are to be submitted and on satisfactory processing of the application and enclosures, a Welcome Kit shall be issued to the customer containing Cheque Book and Non-Personalized ATM/Debit Card.

#### **5.29 SPECIAL NON RESIDENT RUPEE (SNRR) ACCOUNT:**

- a) Any person resident outside India, having a business interest in India, may open an SNRR account in Indian Rupee with Authorized Dealers for the purpose of putting through bonafide transactions in rupees, subject to the conditions specified in Schedule 4 of the Deposit Regulations.
- b) The business interest, apart from generic business interest, shall include the following INR transactions, namely:-
  - i. Investments made in India in accordance with Foreign Exchange Management (Non-debt Instruments) Rules, 2019 dated October 17, 2019 and Foreign Exchange Management (Debt Instruments) Regulations, 2019 notified vide notification no. FEMA 396/2019-RB dated October 17, 2019, as applicable, as amended from time to time;

- ii. Import of goods and services in accordance with Section 5 of the Foreign Exchange Management Act 1999 (42 of 1999), read with Notification No. G.S.R. 381(E) dated May 3, 2000, viz., Foreign Exchange Management (Current Account Transaction) Rules, 2000, as amended from time to time;
  - iii. Export of goods and services in accordance with Section 7 of the Foreign Exchange Management Act 1999 (42 of 1999), read with Notification No. G.S.R. 381(E) dated May 3, 2000, viz., Foreign Exchange Management (Current Account Transactions) Rules, 2000, as amended from time to time, and further read with FEMA Notification No.23(R)/2015-RB dated January 12, 2016, as amended from time to time;
  - iv. Trade credit transactions and lending under External Commercial Borrowings (ECB) framework in accordance with Foreign Exchange Management (Borrowing and Lending) Regulations, 2018, as amended from time to time; and
  - v. Business related transactions outside International Financial Service Centre (IFSC) by IFSC units at GIFT city like administrative expenses in INR outside IFSC, INR amount from sale of scrap, government incentives in INR, etc. The account will be maintained with bank in India (outside IFSC).
- c) The SNRR account shall carry the nomenclature of the specific business for which it is opened and shall not earn any interest.
  - d) The operations in the SNRR account shall not result in the account holder making available foreign exchange to any person resident in India against reimbursement in rupees or in any other manner.
  - e) The debits/ credits and the balances in the account shall be incidental and commensurate with the business operations of the account holder.
  - f) All the operations in the SNRR account should be in accordance with the provisions of the Act, rules and regulations made there-under.
  - g) The tenure of the SNRR account shall be concurrent to the tenure of the contract / period of operation / the business of the account holder and in no case shall exceed seven years without prior approval of the Reserve Bank of India except in cases, where SNRR account is opened for the purposes stated at sub-paragraphs i to v of paragraph b) mentioned above.
  - h) The balances in the SNRR account shall be eligible for repatriation.
  - i) Transfers from any NRO account to the SNRR account are prohibited.
  - j) All transactions in the SNRR account will be subject to payment of applicable taxes in India.
  - k) SNRR account may be designated as resident rupee account on the account holder becoming a resident.
  - l) Opening of account by individual/ entities of Pakistan/ Bangladesh nationality/ownership will require prior approval of the Reserve Bank of India.

### **5.30 Exchange Earner's Foreign Currency Account - EEFC Account**

A Person resident in India may open an EEFC account with an AD in India as per the conditions stipulated in Schedule I to FEMA 10(R).

#### **5.30.1 The credits permitted to this account are:**

- a. 100 percent of the foreign exchange earnings by way of inward remittance through normal banking channel, (other than loans or investments);
- b. payments received for the purpose of counter trade;
- c. advance remittance received by an exporter towards export of goods or services;
- d. professional earnings including director's fees, consultancy fees, lecture fees, honorarium and similar other earnings received by a professional by rendering services in his individual capacity;
- e. interest earned on the funds held in the account;
- f. Re-credit of unutilized foreign currency earlier withdrawn from the account;
- g. repayment of trade related loans/ advances (which were granted to the account holder's importer customer out of balances held in the EEFC accounts);
- h. disinvestment proceeds received by the resident account holder on conversion of shares held by him to ADRs/ GDRs under the 7DR Scheme, 2014; and
- i. Payments received in foreign exchange by an Indian startup arising out of sales/ export made by the startup or its overseas subsidiaries.

#### **5.30.2 The debits allowed in these accounts are:**

- a. Payment outside India towards capital or current account transactions in accordance with the provisions of Foreign Exchange Management (Permissible Capital Account Transactions) Regulations, 2000 or Foreign Exchange Management (Current Account Transactions) Rules, 2000, respectively;
- b. payment in foreign exchange towards cost of goods purchased from a 100 percent Export Oriented Unit or a Unit in an Export Processing Zone/ Software Technology Park/ Electronic Hardware Technology Park;
- c. payment of customs duty in accordance with the provisions of Export Import Policy;
- d. trade related loans/ advances, by an exporter account holder to his importer customer outside India, subject to complying the provisions of FEMA and the rules/ regulations made thereunder;
- e. payment in foreign exchange to a person resident in India for supply of goods/ services including payments for air fare and hotel expenditure.

#### **5.30.3 The salient features of the scheme are:**

- a. Withdrawal in rupees is permitted from this account, provided the amount so withdrawn cannot be re-credited to the account.
- b. The account will be in the form of a non-interest bearing account.
- c. The claims settled in rupees by ECGC/ insurance companies should not be construed as export realisation in foreign exchange and the claim amount will not be an eligible credit to the EEFC account.
- d. The sum total of the accruals in the account during a calendar month should be converted into Rupees on or before the last day of the succeeding calendar month after adjusting for utilization of the balances for approved purposes or forward commitments.

- e. Fund-based/ non-fund based credit facilities should not be granted against the balances held in EEFC Accounts.
- f. Exporters can repay packing credit advances, whether availed of in Rupee or in foreign currency, from balances in their EEFC account to the extent exports have actually taken place.
- g. Balances held in the account may be credited to NRE/ FCNR (B) Accounts, at the option/ request of the account holders consequent upon change of their residential status from resident to non-resident.

### **5.31 Diamond Dollar Account Scheme - DDA Account**

Firms and companies which comply with the eligibility criteria stipulated in the Foreign Trade Policy of the Government of India may open DDA accounts, details of which are laid down in Schedule II of FEMA 10(R), as amended from time to time, with an AD in India. The salient features of the Scheme are:

- a. Realisation of export proceeds and local sales (in USD) of rough, cut, polished diamonds; and pre and post shipment finance availed in USD can be credited to such account.
- b. Payments for purchase of rough, cut and polished diamonds can be made from DDA account. Funds can also be transferred to rupee account of the exporter.
- c. The account should be maintained in the form of a non-interest bearing current account.
- d. The sum total of the accruals in the account during a calendar month should be converted into Rupees on or before the last day of the succeeding calendar month after adjusting for utilization of the balances for approved purposes or forward commitments.

### **5.32 FCY account by a Unit in a Special Economic Zone (SEZ)**

A unit located in a Special Economic Zone may open hold and maintain a Foreign Currency Account with an authorized dealer in India provided that,

- a. all foreign exchange funds received by the unit in the Special Economic Zone (SEZ) are credited to such account,
- b. no foreign exchange purchased in India against rupees shall be credited to the account without prior permission from the Reserve Bank,
- c. the funds held in the account shall be used for bona fide trade transactions of the unit in the SEZ with the person resident in India or otherwise,
- d. the balances in the accounts shall be exempt from the restrictions imposed under Rule 5, except item 1(ii) of the Schedule III, of the Government of India Notification No.GSR.381(E) dated May 3, 2000, as amended from time to time.

Provided that the funds held in these accounts shall not be lent or made available in any manner to any person or entity resident in India not being a unit in Special Economic Zones.

## **6. GENERAL GUIDELINES**

### **6.1 JOINT ACCOUNTS:**

Deposit accounts can be opened by an individual in his own name or by more than one individual in their joint names. There is no restriction in number of persons to open joint account. Any person competent to contract /who need not necessarily be the parent of the minor may deposit the money belonging to him in his name jointly with

a minor. However, the minor in such cases should be duly represented by his/her natural guardian or in the absence, a guardian appointed by a competent court only.

## **6.2 OPERATIONS OF JOINT ACCOUNT:**

The mandate for operating the account can be modified with the consent of all the joint account holders. In case of SB account opened by minor jointly with the natural guardian, the operations are allowed by the natural guardian only.

## **6.3 TRANSFER OF ACCOUNTS:**

Current Account, SB, Term Deposits may be transferred from one Branch to another Branch within the Bank at the request of the account holders subject to certain conditions.

KYC once done by one Branch of a Bank is valid for transfer of the account within the Bank as long as full KYC has been complied for the concerned account. The Customer is allowed to transfer his/her account from one Branch to another Branch without restrictions. Along with the fresh address proof, the customer is required to submit 2 latest photographs (for accounts opened prior to 01.01.1994) to the transferee branch.

A customer is required to submit only one Officially Valid Document (OVD) for both proof of identity and for proof of address as part of KYC procedure. If the OVD submitted for proof of identity does not have the proof of address (for e.g., PAN Card), then the customer is required to submit another OVD for proof of address.

In case, Officially Valid Documents (OVDs) furnished by the customer does not contain updated address, the documents (mentioned in point no.3.1.4 shall be deemed to the OVDs for the limited purpose of proof of address.

The updated Officially Valid Document with current address is to be submitted within a period of three months of submitting the above document.

### **Transfer of Term Deposits (Retail Term Deposit only) from one Branch to other Branch:**

- i. Transferor Branches can permit transfer of deposits in the same city/town/municipal area during the currency of deposit, based on the customer's request.*
- ii. The discretion for permitting transfer of term deposits from one branch to another branch outside the City/ Town/ Municipal area for deposits above Rs. 5 Lakhs or above US \$10000/- in FCNR, is now vested with respective Transferor Branch.*

## **6.4 ADDITION OF NAMES:**

The Bank may at the request of the depositor/s allow addition of name/s in Savings Bank, Current Account & Term deposits. Deletion in name/s of depositor/s is also permitted, subject to the condition that one of the original depositors should continue to be a depositor.

## **6.5 CHANGE IN RATE OF INTEREST:**

The rate of interest on deposits will be prominently displayed in the branch premises apart from placing the same on our Bank's website.

The changes, if any, with regard to the deposit schemes and other related services shall also be communicated upfront and shall be prominently displayed. The same may also be published in newspaper.

#### **6.6 WITHDRAWAL OF CASH:**

Payment of cash up to Rs. 50,000/- per occasion in Savings Bank and Current Account is to be extended only to the drawer against self cheques, at all host branches (i.e. other than the base branch). Cash payment to third parties will be extended at base branch only.

#### **6.7 VALIDITY OF CHEQUES/DRAFTS/PAY ORDERS/BANKER'S CHEQUES:**

As per RBI guidelines, w.e.f. April 1, 2012, Banks should not make payment of Cheques/Drafts/Pay Orders/Banker's Cheques bearing that date or any subsequent date, if they are presented beyond the period of three months from the date of such instrument.

#### **6.8 PROHIBITION IN ALTERATIONS/CORRECTIONS ON CHEQUES:**

As per RBI guidelines, no changes/corrections should be carried out on the cheques (other than for date validation purposes, if required). For any change in the payee's name, courtesy amount (amount in figures), or legal amount (amount in words) etc., fresh cheque forms should be used by the customers.

#### **6.9 PAYMENT OF DIVIDEND WARRANTS/INTEREST WARRANTS :**

Signature of the payee on the reverse of the Dividend warrant/Interest Warrant is not needed where such instruments have special crossing "Not Negotiable/Not Transferable/Account Payee/Beneficiary Banks' name and the Account Number" etc.

#### **6.10 CUSTOMER INFORMATION:**

The customer information collected from the customers shall not be used for cross selling of services/products by the Bank, subsidiaries & affiliates. If the Bank proposes to use such information, it shall be with the consent of the account holder/s.

#### **6.11 SECRECY OF THE CUSTOMER ACCOUNTS:**

The Bank shall not disclose details/ particulars of the customer's accounts to a third person or party without the expressed or implied consent from the customer. However, there are some exceptions viz. Disclosure of information under compulsion of law, where there is a duty towards the public to disclose and where interest of the Bank requires disclosure.

#### **6.12 INOPERATIVE ACCOUNTS:**

*A savings/ current account shall be treated as inoperative, if there are no 'customer induced transactions' in the account for a period of over two years.*

*For the purpose of classifying an account as 'inoperative', only customer induced transactions and not bank induced transactions shall be considered.*

##### **A. Customer induced transaction:**

- i) A financial transaction initiated by or done at the behest of the account holder by the Bank/ third party or;*
- ii) A Non-financial transaction or;*

iii) KYC updation done in face-to-face physical mode or through digital channels such as internet banking or mobile banking application of the Bank.

**Financial transaction-** A monetary transaction in the savings/ current account of the customer with the Bank either by way of a credit or debit transaction.

**List of Financial transactions are as follows-**

- a) ATM/ Cash withdrawal/ deposit.
- b) RTGS / NEFT/ IMPS /UPI/ AEPS/ ABPS Transactions.
- c) Internet Banking Transactions.
- d) Debit Card Transactions.
- e) Transfer of funds from / to the linked CBDC(e-Rupee) account.
- f) Cheque Clearing.
- g) Remittance of funds by way of demand drafts.
- h) Cash withdrawal by third party through cheque.
- i) Standing Instructions issued by the customer.
- j) NACH Debit / Credits.
- k) Term Deposit Interest / proceeds.
- l) Dividend on shares/Interest on Debentures or any other investment proceeds.
- m) Direct Benefit Transfer (DBT) credits.
- n) Refunds like refunds related to e-commerce payments, Income Tax Returns, etc.
- o) National Electronic Toll Collection (NETC) debits.

**Note:** There may be instances where the customer has given a mandate like Standing Instructions (SI)/ auto-renewal instructions and there are no other operations in the Savings /Current account or the Term Deposit. These transactions shall also be treated as customer induced transactions.

**List of Non-financial transactions -**

An enquiry or request for any product/service initiated by the account holder through:

- a) ATM.
- b) Internet banking.
- c) Mobile banking application of the bank.
- d) Third Party Application Providers, which requires two factor authentication (2FA) and leaves a trail for audit purposes.

Successful log-in to the internet banking/ mobile banking application which includes:

- i. Change in transaction limit.
- ii. Request for issue of cheque book/ credit card/ debit card.
- iii. Nomination facility.
- iv. Balance enquiry.

## **B) Bank induced transaction:**

*Transactions in the account initiated by the bank as per its extant policy such as charges, fees, interest payments, penalties, taxes.*

### **List of Bank induced transactions as follows:**

- a) All types of charges levied by banks including taxes deducted.*
- b) Savings Bank account interests.*

## **6.12.1 Review of inoperative accounts:**

*Bank shall undertake at least an annual review in respect of accounts, where there is no customer induced transactions for more than a year.*

*Bank shall inform the account holders in writing through letters or email or SMS (if the email and mobile number are registered with the bank) that there has been no operation in their accounts in the last one year, as the case may be.*

*The alert messages shall invariably mention that the account would become 'inoperative' if no operations are carried out during the next one year and, the account holder would be required to submit KYC documents afresh for reactivating the account in such case.*

*If the letters are returned undelivered or no response is received through registered email, the Branch shall immediately undertake an enquiry to find out the whereabouts of account holder or his/her nominee/legal heirs in case the account holder is deceased.*

*In case any response is received from the account holder giving the reasons for not operating the account, the Bank shall continue to classify the account as operative for one more year and the account holder shall be advised to operate the account within a period of one year (herein after referred to as 'extended period'). In case the account holder still fails to operate the account within the extended period, the Bank shall classify the said account as inoperative account after the expiry of the extended period.*

*The classification of an account as inoperative shall be for a particular account of the customer and not with reference to the customer. In case a customer is maintaining multiple accounts with a bank, all such accounts shall be assessed individually for the purpose of classifying them as inoperative account, as the case may be.*

*In case the account holder is not carrying out transaction and the account is - inoperative due to shifting of primary account to another bank, the account holder may be requested to provide the details of the new bank account with authorisation to enable the bank to transfer the balance from the existing bank account.*

*In case the balance in an inoperative account is less than Rs.20/-, account will be closed if there is no account revival from the depositor after the notice is sent by the Bank.*

## **6.12.2 Treatment of accounts opened for credit of scholarship amount and credit of Direct Benefit Transfer under Government Schemes:**

*Bank open zero balance accounts for beneficiaries of Central/State government schemes and for students who receive scholarship. Central and*



*State governments have been expressing difficulty in crediting cheques/Direct Benefit Transfer/ Electronic Benefit Transfer/ scholarship amount in these accounts as they are also classified as inoperative due to non-operation for two years.*

*Based on the purpose of opening of the account, the aforementioned accounts shall be segregated in CBS, so that the stipulation of 'inoperative' account is not applicable to these accounts due to their non-operation for a period of more than two years.*

*To avoid the risk of fraud in such accounts, while allowing operations in these accounts, the Bank should exercise due diligence as per the extant guidelines.*

#### **6.12.3 Segregation and Audit of Inoperative Accounts:**

*The segregation of inoperative accounts is required to be done to reduce the risk of frauds. The transactions in inoperative accounts, which have been reactivated, shall be monitored regularly, for at least six months, at higher levels (RO/CO) without the knowledge and notice of the customers and the dealing staff.*

*Bank shall ensure that amounts lying in inoperative accounts and reactivated inoperative accounts, are subjected to concurrent audit.*

#### **6.12.4 Tracing of Customers of Inoperative Accounts:**

*Bank shall contact the holder(s) of the inoperative account through letters, email or SMS (if the email and mobile number are registered with the Bank). The email/ SMS shall be sent on a quarterly basis.*

*In case the whereabouts of the holder(s) of the inoperative account are not traceable, Bank shall contact the introducer, if any, who had introduced the account holder to the Bank at the time of opening of the account. Bank shall also contact the nominee, if registered, for tracing the customer.*

*Bank shall undertake special drives periodically to find out the whereabouts of the customers, their nominees or legal heirs in respect of inoperative accounts.*

#### **6.12.5 Activation of Inoperative accounts:**

*While activating Inoperative Accounts, Branches are required to obtain request letter from the account holders, ensure KYC compliance, Customer due diligence, etc. as per extant guidelines.*

*Bank shall make available the facility of updation of KYC for activation of inoperative accounts at all Branches (including non-home branches) and through Video-Customer Identification Process (V-CIP) if requested by the account holder, subject to the facility of V-CIP being provided by the Bank.*

*Branches shall activate the inoperative accounts, including those which are under freeze by orders of various agencies like Courts, Tribunals, Law Enforcement Agencies, only after adhering to the KYC guidelines such as Customer Due Diligence (CDD), customer identification, risk categorization.*

*Branches shall ensure that activation of inoperative account in CBS necessarily requires second level of authorisation by another officer at the same or higher level (i.e., through maker and checker).*

*System logs shall invariably be maintained in case of any activity in or activation of inoperative accounts for concurrent audit purpose. The preservation period of such system logs shall be as per the internal guidelines of the Bank.*

*Bank shall automatically intimate the inoperative account holders through SMS and registered email stating that on the basis of the KYC documents submitted by them, the inoperative status of the account has been removed. The intimation shall also mention the remedial measures available to them to report unauthorised access, if any.*

*This would alert the account holder against any possible fraudulent activity in his/her inoperative account. The Bank shall have in place adequate operational safeguards to ensure that the claimants in case of inoperative accounts are genuine. Branches shall process requests for activation of inoperative account within three working days from the receipt of the complete application.*

#### **6.12.6 Payment of Interest:**

*Interest on savings accounts shall be credited on a regular basis irrespective of the fact that the account is in operation or not.*

#### **6.12.7 Levy of charges:**

- a) Bank shall not levy penal charges for non-maintenance of minimum balances in any account that is classified as an inoperative account.*
- b) No charges shall be levied for activation of inoperative accounts.*

#### **6.12.8 Fraud Risk Management in Inoperative Accounts:**

*The Bank shall not allow any debit transaction in an inoperative account unless there is a customer induced activation as per the procedure mentioned in Para 6.12.5.*

*While activating Inoperative Accounts, Branches are required to obtain request letter from the account holders, ensure KYC compliance, Customer due diligence, etc. as per extant guidelines.*

*All credits are permissible in inoperative/dormant accounts without changing the account status.*

*However, while allowing withdrawals due diligence should be ensured by the Branches by ensuring the genuineness of transactions, verification of signature and identity, etc.*

*In order to mitigate risk of frauds in accounts which are made operative from inoperative status, Bank shall impose a cooling period on reactivation with restrictions on the number and amount of transactions in such accounts. The Board delegates power to ORMC for approving operating guidelines in this regard.*

*The Bank shall ensure that there is no unauthorised access to customer data pertaining to the inoperative accounts. The Bank shall also ensure that adequate steps are taken to prevent data theft and related misuse for fraudulent purposes.*

### **6.12.9 General Guidelines:**

*The information on the process for activation of an inoperative account shall be made available on the website as well as at the Branches.*

*Necessary documents are to be made available for the benefit of customers.*

- a) *The Bank shall conduct public awareness and financial literacy campaigns regularly to educate the members of public about the activation of inoperative accounts.*
- b) The depositor will be informed of charges, if any, which the Bank will levy on dormant/ inoperative accounts.
- c) In case of Operative Accounts, an account shall be classified as “Unclaimed Deposits” if the same is not operated (other than interest credits and service charge debits) for 10 years and more from the date of last operation. In case of term deposit account, it shall be classified as unclaimed deposit if the same is not renewed/withdrawn after 10 years or more from the date of maturity.
- d) Pursuant to the amendment of the Banking Regulation Act, 1949, section 26A has been inserted in the Act, empowering Reserve Bank to establish The Depositor Education and Awareness Fund (DEAF Fund). Under the provisions of this section the amount to the credit of any account in India with any bank which has not been operated upon for a period of ten years or any deposit or any amount remaining unclaimed for more than ten years shall be credited to the fund, with in a period of three months from the expiry of the said period of ten years.

### **6.13 STOP PAYMENT FACILITY:**

The Bank will accept stop payment instructions from the depositors in respect of cheques issued by them. Charges as specified will be recovered.

### **6.14 MANDATE / POWER OF ATTORNEY**

At the request of the depositor, the Bank will register mandate/ power of attorney given by him authorizing another person to operate the account on his behalf.

### **6.15 DISHONOUR OF CHEQUES**

Cheques drawn on a branch is passed if everything is in order and there are sufficient funds. Payment of cheques drawn on a branch is refused in the following circumstances:

- 6.15.1 A cheque is presented for payment before its ostensible date.
- 6.15.2 Cheque which is drawn is in irregular or ambiguous manner or in a form of doubtful legality.
- 6.15.3 If the amount standing in credit is not sufficient to cover the whole amount of the cheque or if the overdraft limit is exceeded.
- 6.15.4 Cheques are drawn beyond the arranged limit.
- 6.15.5 If the funds of the customer are not properly applicable to the payment of the cheque.
- 6.15.6 Where there is a legal bar on payment.
- 6.15.7 Where payment of cheque has been stopped by the drawer.

- 6.15.8 Where there is notice of customer's death.
- 6.15.9 Where a customer becomes insolvent and an order of adjudication is made.
- 6.15.10 A cheque presented through post by an unknown payee other than bank.
- 6.15.11 If the cheque is not duly presented i.e., has not been presented within banking hours.
- 6.15.12 If the cheque is not presented within the validity period of the cheque.
- 6.15.13 If the Bank has not been given reasonable time to have the funds placed into the credit of the customer's account before they can be drawn against.
- 6.15.14 Where endorsements are not in order in the case of 'Order' cheques.
- 6.15.15 Where there is no endorsement of the payee in an Order Cheque, or the collecting Banker's confirmation.
- 6.15.16 When the signature of the drawer differs from the specimen lodged.
- 6.15.17 Where the drawer signs on behalf of a firm or a company and the name of the company is not mentioned.
- 6.15.18 Where the cheque form used is not from among the cheque leaves issued to the party.
- 6.15.19 When a crossed cheque is presented by a party other than a banker.
- 6.15.20 Where there are material alterations in the cheque unauthorized by the drawer. RBI has directed that the drawer can authorize material alteration only for the date of the cheque.
- 6.15.21 Where the cheque contains extraneous matter.
- 6.15.22 Any other reason for which Bank deem fit to refuse the payment.

#### **6.16 Payment of Additional Interest on Domestic Deposit:**

In tune with RBI guidelines, preferential rate of interest [1% p.a. over and above the applicable rates] to be paid only on deposits standing in the name/s of the following categories of employees:

- a) An employee of the Bank [confirmed or probationary] either singly or jointly with any other member or members of his/her family.
- b) *The Chairman/ Chairman & Managing Director/ MD & CEO/ Executive Director or such other Executives appointed for a fixed tenure during tenure and till the maturity of term deposit. Preferential Rate, after their tenure, shall also be extended, if they have superannuated / are eligible to draw pension / retirement benefits from our Bank.*
- c) An employee of our Bank, who has been deputed outside or elsewhere.
- d) A Part-Time Employee who has been given staff number.
- e) A retired employee [including an employee who has voluntarily retired] either singly or jointly with any other member or members of his/her family.
- f) Workmen employees who have opted for pension under Regulation 29 of the Pension Regulation and resigned under "Scheme of Voluntary Retirement" putting in not less than 20 years of active blemishless service.
- g) Workmen employees, who have completed 25 years of active blemishless service and resigned.
- h) Officer employees who have served the Bank for a period of not less than 20 years of active blemishless service and resigned under "Scheme of Voluntary Retirement".

- i) Officer employees who have served the Bank for a period not less than 25 years [active service] and with a blemishless record, but resigned from the services of the Bank prior to introduction of “Scheme of Voluntary Retirement” mentioned in Circular No.160/86 dated 24/04/1986.
- j) The spouse of a deceased employee in his/her single name.
- k) The spouse of a deceased retired employee in his/her single name.
- l) The spouse of a deceased ex-employee/Officer mentioned in points f, g, h and l above.
- m) An Association or a Fund, all members of which are our Bank employees.
- n) A person employed on a contract of a specified duration is eligible for a preferential rate of interest on his/her deposits till the expiry of the term of contract.
- o) An employee taken over in pursuance of any scheme of amalgamation is eligible for preferential rate of interest on his/her deposits. However, in such cases, the additional interest shall be allowed only if the interest at the contracted rate together with the additional interest does not exceed the rate which would have been allowed if such employees were originally employed by the Bank.

In all cases of joint deposits where our employee is one of the depositors, he/she should invariably be the first named depositor in order to be eligible for preferential rate of interest and a declaration is given to the effect that the money deposited belongs to him/her.

For the purpose of joint deposits, the word “family” would mean and include:

- The spouse of the employee/retired employee.
- The children, parents, brothers and sisters of the employee/retired employee, who are dependent on such employee/retired employee.

However, the word “family” would not include a legally separated spouse.

The following types of deposits are not eligible for preferential rate of interest:

- i) NRE, FCNR and RFC term deposits.
- ii) Deposits made jointly with others (other than family members as defined above).
- iii) Deposits of employees on contract.
- iv) Deposits of ineligible ex-employees and their widows.
- v) Deposits of employees who have resigned [other than mentioned in points 6.16 (f), (g), (h) and (i) above] or who have been terminated.
- vi) Deposits of dismissed employees/compulsorily retired employees as a sequel to disciplinary action.
- vii) Deposits of temporary employees.
- viii) A person employed on deputation is eligible for preferential rate of interest on his/her deposits. However, this benefit shall cease to accrue on the expiry of the term of deputation, in the case of persons taken on deputation for a fixed duration.
- ix) The additional interest shall be payable only so long as the person continues to be eligible for the same and in case of his ceasing to be so eligible, till the maturity of the deposit in the case of term deposit account. This provision leads to the following explanations:
  - (a) The benefit of additional interest cannot be extended to the term deposits [including Recurring Deposits] placed with the Bank by the depositor, even if he/she becomes an employee of the Bank during the currency of the deposit.

- (b) The benefit of additional interest can continue to be extended till the maturity of a term deposit account [including Recurring Deposits] even if the depositor-employee ceases to be employee of the Bank during the currency of the deposit.

In both the above cases, contracted rate of interest shall continue to be extended till the maturity without incorporating any change in the interest rate during the currency of the deposit account.

- x) In the case of an individual Minor's account, employee would be signing only as a guardian and hence it is not eligible for preferential rate of interest. Only if the employee is a party to the deposit as a joint depositor, and on his/her giving the prescribed declaration to the effect that the amount deposited belongs to him/her, the account is eligible for preferential rate of interest.

In respect of all deposits eligible for preferential rate of interest, a declaration to the effect that the monies deposited belong to the employee/s should be obtained without fail for each fresh eligible fixed deposit.

In the following cases, declaration need not be obtained, provided however, the declaration has already been obtained for the original/previous deposit or for the operative account of the concerned employee:

- i. Renewal of an overdue deposit [only if the amount renewed is the same as the amount of previous deposit besides accrued interest].
- ii. Extension of period of the deposit [provided no additional amount other than interest accrued is accepted].
- iii. The deposit is opened by transfer of funds from the operative account of the employee concerned.

Where, however, the amount of deposit is inclusive of an additional amount besides the amount of original/previous deposit and interest accrued thereon, a fresh declaration should be obtained from the employee concerned.

In respect of deposits in joint names, the declaration should be obtained from the depositor eligible to get the benefit of preferential rate of interest. If all the joint depositors are eligible employees, all should sign the declaration.

- 6.17 System level restriction has been enabled to prevent credit of term deposit closure proceeds to GL, wherever operative account exists for the Term Deposit Holder (Except in case of Death Claim Settlements) to mitigate Operational Risk.

However, basing on the recommendation of Branch/RO/Circle, Wing Head of S&R Wing shall be authorized to permit transfer of TD Closure proceeds through GL even if CASA account of the depositor exists.

## **7. NOMINATION**

- 7.1 Nomination facility is available for all deposits held by individuals in their own capacity, singly or jointly.
- 7.2 Nomination facility is also available to a sole proprietorship account.
- 7.3 Nomination can be made in favour of one individual only.
- 7.4 Nomination so made can be cancelled or changed by the account holder/s anytime during which the deposit is held by the Bank to the credit of the depositor.
- 7.5 Fresh nomination shall not be asked if the fixed deposits are renewed.
- 7.6 Nomination can be made in favour of a Minor also, for which date of birth of the Minor and full details of the Guardian are to be furnished.

- 7.7 Bank recommends that all the depositors avail nomination facility. The nominee in the event of death of the depositor/s could receive the balance outstanding in the account as a trustee of legal heirs.
- 7.8 Our Bank has introduced e-sign facility for updation of nominee online. Individuals having Aadhaar seeded with Bank can utilize this facility.
- 7.9 Nomination through Internet Banking is available for Saving Bank accounts, Recurring and Term deposits.

In order to serve the purpose of the bereaved family members, who are forced to go through long drawn proceedings in the court for claiming the amount, which lawfully belongs to them, RBI has directed the Banks generally to insist that the person opening a deposit account makes a nomination.

In case the person opening an account declines to nominate any other persons, the branch shall explain the advantages of nomination facility. If the person opening the account still does not want to nominate, the branch shall obtain a specific letter to the effect that he/she does not want to make a nomination. In case the depositor declines to give such a letter, the branch shall record the fact on the account opening form and proceed with opening of the account if otherwise the depositor satisfies all other eligibility criteria.

## **8. INSURANCE COVER FOR DEPOSITS**

All bank deposits are covered under the Insurance Scheme of Deposit and Credit Guarantee Corporation of India (DICGC) subject to certain limits and conditions. The details of insurance cover in force will be made available to the depositor.

## **9. SPECIAL TYPES OF ACCOUNTS**

### **9.1 ACCOUNTS OF MINOR:**

Account of Minor represented by Guardian may be opened in the name of a Minor by the Guardian. The account may be opened by natural guardian or with mother as the Guardian.

According to the Indian Majority Act, a Minor is one who has not completed 18 years of age. In terms of Indian Contract Act, the contracting parties should be necessarily major, for the validity of the contracts. Hence, any contract with the Minor is void ab-initio. Since the opening of the account forms contractual obligation between Banker & Customer, savings bank account in the individual capacity of the Minor will not be opened. However, there are exceptions to this rule.

Cheques issued by the Guardian prior to the date on which the Minor attains majority, but presented after the above date, are to be treated as invalid.

### **9.2 ACCOUNTS IN THE NAME OF MINOR WHO IS ABOVE THE AGE OF 10 YEARS:**

SB account can be opened in the name of a Minor who is above the age of 10 years. A declaration-cum-no objection letter is to be given by the natural guardian of the Minor to the effect that the Minor has acquired sufficient knowledge about opening/operating the Bank account. Such accounts are to be opened for a reasonable amount and the Minor has to come in person for withdrawal. No cheque book will be issued in such accounts and no overdrawings will be allowed.

On attaining majority, fresh set of application form with the specimen signature card and photograph of the erstwhile Minor, duly countersigned by the Guardian, would be obtained as in the case of new accounts.

### **9.3 ACCOUNTS OF ILLITERATE PERSONS:**

The Bank shall open accounts of illiterate persons, after observing formalities for opening such accounts. No cheque book facility is provided for such accounts. The Bank will explain the need for proper care and safe keeping of the passbook etc., given to the account holder. The Bank official shall explain the terms and conditions governing the account to the illiterate person.

### **9.4 ACCOUNTS OF BLIND PERSONS:**

The Bank shall open deposit account in the name of blind person after observing all the formalities of the Bank for opening and operation of such accounts.

Branches are advised to offer all the banking facilities such as cheque book facility including cheques to third party/ies, to the visually challenged persons without any discrimination. Branches are also advised to render all possible assistance to the visually challenged persons for availing the various banking facilities.

In case a visually impaired customer makes cash withdrawals at the Bank then the payment must be made in the presence of another Bank employee/ officer. No outside witnesses are required unless the visually impaired customer requests that such witnesses be present.

### **9.5 ACCOUNTS OF PRISONERS:**

The Bank shall open bank account of prisoners under Canara Small Saving Bank Deposit Account under (Product code 127) in the absence of document for identity and residential proof.

The signature or thumb impression shall be affixed in presence of the officer in charge of the jail and the said officer shall certify the same under his/her signature.

The account shall remain operational on annual submission of certificate of proof of address issued by the officer-in-charge of the jail.

### **9.6 HINDU JOINT FAMILY (HINDU UNDIVIDED FAMILY-HUF):**

A Bank account may be opened in the name of a Hindu Joint Family (i.e., Hindu Undivided Family-HUF) provided the HUF is not engaged in trading/business activity. The operation of the account of HUF must be by Karta only as he alone has the capacity in law to enter into contracts etc., on behalf of HUF.

### **9.7 ACCOUNTS OF MENTALLY ILL/RETARDED PERSONS:**

The Mental Health Act 1987 accords that “mentally ill person” means a person who is in need of treatment by reason of any mental disorder other than mental retardation. Sections 53 & 54 of this Act provide for the appointment of guardians and in certain cases, Managers in respect of the property. The prescribed appointing authorities are the District Courts and Collectors of Districts under the Mental Health Act 1987.

The National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 provides for a law relating to certain specified disabilities. Clause (j) of Section 2 of that Act defines a “person with disability” to mean a person suffering from any of the conditions relating to autism, cerebral palsy, mental retardation or a combination of any two or more of such conditions and includes a person suffering from severe multiple disabilities. This Act empowers a Local Level Committee to appoint a Guardian, to a person



with disabilities, who shall have the care of the person and property of the disabled person.

Branches are advised to take note of the legal position stated above and may rely on and be guided by the orders/certificates issued by the competent authority, under the respective Acts, appointing guardians/managers for the purposes of opening/operating bank accounts.

## 10. REPAYMENT UNDER JOINT DEPOSITS:

The joint account holder can give any of the following mandates for disposal of balance in the account:

- 1) Either or survivor.
- 2) No. 1 or survivor.
- 3) Jointly.

10.1 **Either or Survivor:** When all depositors are alive, Bank will be making payment to any one or more of the depositors presenting the deposit receipt. The Bank will be making payment of the maturity proceeds to the surviving depositor who presents the deposit receipt and furnishes the proper discharge without reference to the other depositor as well as to the legal heirs of the deceased depositor. Example:- if the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to either of account holders i.e., A or B, on date of maturity or to the survivor on death of any one of the account holders.

10.2 **No. 1 or survivor:** If the specified depositor is alive, payment will be made on request of the specified depositor. If the specified depositor is not alive on the date of maturity, the Bank will be making payment to the survivor without reference to the legal heirs of the specified depositor. If specified depositor dies on or after maturity, the claim will be settled in favour of the survivor subject to production of a notarized indemnity for indemnifying the Bank in case of the claim from legal heirs of the specified depositor.

The above mandates will be applicable to or become operational only on or after the date of maturity of term deposits. This mandate can be modified by the consent of all the account holders. In case of premature repayment of term deposits by one of the joint depositors on the death of the other with operation/repayment clause "Either or survivor" and Former or Survivor/s / No.1 or survivor/s", the surviving joint depositor may be permitted premature withdrawal of the term deposit, only if there is joint mandate from the joint depositors to this effect.

This mandate is provided as a "Declaration" in the term deposit account opening form of the Bank.

10.3 **Payable jointly:** When all depositors are alive, the deposit receipt should be discharged by all depositors for receiving payment. If one or more of the depositor dies on or after maturity, the amount will be paid jointly to the surviving depositors along with the legal heirs of the deceased depositor.

## **11. SETTLEMENT OF DUES IN THE DECEASED DEPOSITOR'S ACCOUNT**

- 11.1 If the depositor has registered nomination with the Bank, the balance outstanding in the account of the deceased depositor will be settled in favour of the nominee after the Bank is satisfied about the identity of the nominee.
- 11.2 In the absence of nomination and where there are no disputes among the claimants, the Bank will settle the claim in respect of the deceased person to his/her legal heirs after observing all the formalities. The settlement of claims will be as per the delegated powers conferred from time to time.
- 11.3 The Bank may not insist on succession certificate from the Legal heirs irrespective of the amount involved. However, the Bank may adopt such safeguards in considering settlement of claims as appropriate including obtention of indemnity.
- 11.4 If the survivorship clause as available in the Account opening form is opted while opening a joint account, then in the event of death of any of the joint depositor(s) prior to the maturity of the deposit, the Bank will at the written request of the surviving depositor(s) be at liberty though not bound and its absolute discretion to pay interest till the date of settlement, to repay the deposit before maturity or to grant any advance against the security thereof to any one or more of the surviving depositor/s with the consent of other surviving depositor/s, on such terms as the Bank may decide and to add/delete/substitute any names therein. The discharge given by such surviving depositor(s) / any of the surviving depositor(s) shall give the Bank a valid discharge.

## **12. SAFE DEPOSIT LOCKERS**

The facility available at select branches and wherever it is available, allotment of safe deposit locker will be subject to availability and compliance with other terms & conditions attached to the services. Compliance to KYC guidelines will be ensured before the lockers are hired out. Safe deposit lockers may be hired by an individual (singly or jointly with another individual/s), HUFs, Firms, Ltd. Co., Associates, Societies, Trusts, etc. Safe Deposit Locker can be opened by Minor individually duly represented by the natural guardian or jointly with natural guardian. Nomination facility is available to individual/s holding the locker singly or jointly. Joint locker holders can give mandate for access to the locker in the event of death of one of the holders as similar to those for deposit accounts. In the absence of nomination or mandate for disposal of contents of lockers, with a view to avoid hardship to common persons, the Bank will release the contents of locker to the legal heirs against indemnity on the lines as applicable to deposit accounts.

## **13. REDRESSAL OF COMPLAINTS**

To enable the customers to voice their grievances or offer suggestions for improvement in customer service, "Customer Day" is observed at all the offices of the Bank, across the organization, covering branches, Regional Offices, Circle Offices and Head Office, on 15<sup>th</sup> of every month (next working day, if 15<sup>th</sup> is a holiday). During specified hours on this day any customer can meet senior/ top executives of the Bank including Managing Director & Chief Executive Officer without prior appointment.

In case of any complaint, the matter may be first brought to the notice of concerned Branch Manager for immediate redressal. If the complaint is not redressed to the satisfaction of the customer, the matter may be taken up with the concerned Executive-in Charge of the Regional Office/Circle Office. If customer is not satisfied

with reply given by Regional Office he can escalate to Executive-in-Charge of Circle Office.

If the complainant still feels unsatisfied with the responses received, he can address his complaint to the Bank's Principal Nodal Officer at Head Office (Chief General Manager, Customer Service Vertical, Operations Wing, HO, Bengaluru) designated to deal with customers' complaints/grievances giving full details of the case.

After exhausting the above machinery/channels, if the customer is not satisfied, he may write to Managing Director and CEO of the Bank and even after this, if not satisfied he is free to take recourse to the following:

(A) Banking Ombudsman, RBI.

(B) Directorate of Public Grievances, Government of India, Cabinet Secretariat, Sansad Marg, New Delhi.

(C) The District Consumer Disputes Redressal Forum or State/National Consumer Disputes Redressal Commission under Consumer Protection Act, 1986.

The details of internal set up for redressal of complaints/grievances will be displayed in the branch premises. The branch officials shall provide all required information regarding procedure for lodging the complaint.

The customer can also approach the Banking Ombudsman and lodge a complaint under THE RESERVE BANK - INTEGRATED OMBUDSMAN SCHEME, 2021. The complaint may be lodged online through the portal designed for the purpose (<https://cms.rbi.org.in>). The complaint may also be submitted through electronic or physical mode to the Centralized Receipt and Processing Centre, Chandigarh, if the customer, in case of grievance, had made a written complaint to the Bank and the Bank has rejected the complaint or the complainant had not received any reply within a period of one month after the Bank received his representation or the complainant is not satisfied with the reply given to him by the Bank.

#### **14. BANKS' CODE OF CONDUCT WITH RESPECT TO DEPOSITORS**

The "Banks' Code of Conduct" in respect of Depositors culminates from the Bankers' Fair Practice Code of the Indian Banks' Association. This Code is aimed at achieving higher operating standards for the benefit of the Depositors. In this Code, 'you' denotes the Depositor and 'we' the Bank.

##### ***Our Commitment to You:***

We promise to:

- 14.1 Act fairly and reasonably in all our dealings with you by
  - Meeting the commitments and standards in this Code.
  - Making sure our products and services meet relevant laws and regulations.
  - Adhering to ethical principles of integrity and transparency.
- 14.2 Deal with speed and concern in respect of errors/mistakes by
  - Correcting mistakes quickly.
  - Handling your complaints quickly.
  - Reversing any Bank charges that we apply by mistake/oversight.
- 14.3 Publicize this Code by hosting it on our website and have copies available for you on request.

- 14.4 Before you become a depositor, we will:
- Give you clear information explaining the key features of the services and products you tell us you are interested in.
  - Give you information on any type of account facility which we offer and may suit your needs.
  - Tell you what information we need from you to prove your identity and address and to comply with legal and regulatory requirements, and
  - Request for additional information about you and your family to build a database but such information can be furnished by you only if you wish and we will not compel you to give these information for opening your account.
- 14.5 We will tell you if we offer products and services in more than one way [for example, through ATMs/internet, over the phone, in branches and so on] and tell you how to find out more about them.
- 14.6 Once you have chosen an account or service, we will tell you how it works.
- 14.7 When you open a single account or a joint account, we will give you information on your rights and responsibilities.
- 14.8 We recommend that you avail nomination facility offered on all deposit accounts, articles in safe custody and safe deposit vaults.
- 14.9 We will guide you how we will deal with deposits and other assets held with us in the name of a deceased person in the absence of nomination.
- 14.10 You can find out about our interest rates by:
- Looking at the notices in our branches.
  - Calling our branches/ Call centres.
  - Looking on our website; or
- 14.11 When you become a Depositor, we will give you information on the interest rates which apply to your accounts and when we will pay interest on your deposits. We will also tell you our website address and the other ways in which you can find out about changes in the interest rates.
- 14.12 At the time of opening of the account, we will inform you of the rate at which interest is paid on your savings deposits.
- 14.13 Upon your becoming a depositor, we will give you upfront details of any charges applicable to the products chosen by you.
- 14.14 To help you manage your account and check entries on it, we will give you account statements at regular intervals except in cases where Pass Books have been provided.
- 14.15 We will normally provide you with a statement periodically as per our policy. You can ask us to provide you with account statements more often than is normally available on your type of account, but there may be a charge for this service.
- 14.16 You will also be able to see your last few transactions on ATM or through your internet account wherever such facilities are available with us and opted by you.
- 14.17 We will tell you about the clearing cycle, including when you can withdraw money after lodging collection instruments and when you will start to earn interest.

- 14.18 We will pay interest on funds involved if collection is delayed beyond the normal period as stipulated by RBI.
- 14.19 We will act upon mandates given by you for direct debits [say ECS] and other standing instructions.
- 14.20 If, within a reasonable period after the entry has been made on your statement there is a dispute about a cheque paid from your account, we will give you the cheque copy as evidence.
- 14.21 We will provide you details of the service, exchange rates and charges that apply to foreign exchange transactions, which you are about to make. If this is not possible, we will tell you how these will be worked out.
- 14.22 If you want to transfer money abroad, we will tell you how to do this and will give you:
- A description of the services and how to use them.
  - Details of when the money you have sent abroad should get there and the reasons for possible delays.
  - The exchange rate applied when converting to the foreign currency; and
  - Details of any commission or charges which you will have to pay.
- 14.23 In case of money transfer from abroad, the original amount received and charges deducted, if any, will be informed.
- 14.24 We will guide you about regulatory requirements or conditions relating to foreign exchange services offered by you as and when required by you.
- 14.25 In the event your cheque book, pass book or ATM/debit card has been lost or stolen, or that someone else knows your PIN or other security information, we will, on your notifying us, take immediate steps to try to prevent these from being misused.
- 14.26 We will treat all your personal information as private and confidential [even when you are no longer a customer]. We will not reveal transaction details of your accounts to a third party, including entities in our group, other than in the following four exceptional cases when we are allowed to do :
- If we have to give the information by law.
  - If there is duty to the public to reveal the information.
  - If our interests require us to give the information [for example, to prevent fraud] but we will not use this as a reason for giving information about you or your accounts [including your name and address] to anyone else, including other companies in our group, for marketing purpose.
  - If you ask us to reveal the information, or if we have your permission to provide such information to our group/associate/entities or companies when we have tie-up arrangements for providing other financial service products.

## 15. DEPOSITORS' RIGHTS

Deposits being the basic financial raw material, depositors form the core for banking business. There is now an awakening on depositors' rights, rightly so, in the Banks, as it is fulfillment of such rights which can enable an effective resource management mechanism in Banks. Further, the depositor, being a consumer of various products and services offered by the Bank, is entitled to the following rights:

**15.1 Right to Information:**

- ▶▶ A depositor will have right to information about price, quality, quantity and standard of the products/services offered by the Bank to enable him/her to take an independent decision.

**15.2 Right to choose:**

- ▶▶ A depositor will have the absolute freedom to choose among the various products and services offered by the Bank to suit his/her requirements.

**15.3 Right to avail/utilize the products and services:**

- ▶▶ A depositor will have the right to avail/utilize the products/services chosen by him/her without any intervention/obstacle.

**15.4 *Right to be heard and redressal of grievances:***

- ▶▶ A depositor will have the right to be heard and seek redressal against deficient service/poor quality of products and services, unfair Trade practices and unscrupulous exploitation. This includes his/her right to fair redressal of any genuine grievance relating to products/services which he/she has chosen to utilize.

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**ANNEXURE - A**

**Customer Identification Procedure-Features to be verified and Documents that may be obtained from Customers:**

Features	Documents
<b>Accounts of individuals</b>	
Proof of Identity and Address	<p>For undertaking Customer Due Diligence (CDD), Bank shall obtain the following from an individual while establishing an account-based relationship or while dealing with the individual who is a beneficial owner, authorized signatory or the power of attorney holder related to any legal entity:</p> <p><b>(A)</b> The Aadhaar number where,</p> <p>(i) he is desirous of receiving any benefit or subsidy under any scheme notified under section 7 of the Aadhaar (Targeted Delivery of Financial and Other subsidies, Benefits and Services) Act, 2016 (18 of 2016); or</p> <p>(ii) he decides to submit his Aadhaar number voluntarily to a bank; or</p> <p><b>(B)</b> The proof of possession of Aadhaar number where offline verification can be carried out; or</p> <p><b>(C)</b> The proof of possession of Aadhaar number where offline verification cannot be carried out or any OVD or the equivalent e-document thereof containing the details of his identity and address; and</p> <p><b>(D)</b> <i>the KYC Identifier with an explicit consent to download records from CKYCR; and</i></p> <p><b>(E)</b> The Permanent Account Number or the equivalent e-document thereof or Form No. 60 as defined in Income-tax Rules, 1962; and</p> <p><b>(F)</b> Such other documents including in respect of the nature of business and financial status of the customer, or the equivalent e-documents thereof as may be required by the bank.</p> <p>Provided that where the customer has submitted,</p> <p>i) Aadhaar number under clause (A) above to a bank, such bank shall carry out authentication of the customer's Aadhaar number using e-KYC authentication facility provided by the Unique Identification Authority of India.</p>

Further, in such a case, if customer wants to provide a current address, different from the address as per the identity information available in the Central Identities Data Repository, he may give a self-declaration to that effect to the Bank.

ii) Proof of possession of Aadhaar under clause (B) above where offline verification can be carried out, the bank shall carry out offline verification.

iii) An equivalent e-document of any OVD, the bank shall verify the digital signature as per the provisions of the Information Technology Act, 2000 (21 of 2000) and any rules issues thereunder and take a live photo as per digital KYC process.

iv) Any OVD or proof of possession of Aadhaar number under clause (C) above where offline verification cannot be carried out, the bank shall carry out verification through digital KYC.

**v) KYC Identifier under clause (D) above, the Bank shall retrieve the KYC records online from the CKYCR.**

Provided that for a period not beyond such date as may be notified by the Government for a class of Regulated entities, instead of carrying out digital KYC, the Regulated entity pertaining to such class may obtain a certified copy of the proof of possession of Aadhaar number or the OVD and a recent photograph where an equivalent e-document is not submitted.

Provided further that in case e-KYC authentication cannot be performed for an individual desirous of receiving any benefit or subsidy under any scheme notified under section 7 of the Aadhaar (Targeted Delivery of Financial and Other subsidies, Benefits and Services) Act, 2016 owing to injury, illness or infirmity on account of old age or otherwise, and similar causes, Bank shall, apart from obtaining the Aadhaar number, perform identification preferably by carrying out offline verification or alternatively by obtaining the certified copy of any other OVD or the equivalent e-document thereof from the customer. Customer Due Diligence done in this manner shall invariably be carried out by an official of the Bank and such exception handling shall also be a part of the concurrent audit as mandated in Section 8. Bank shall ensure to duly record the cases of exception handling in a centralised exception database. The database shall contain the details of grounds of granting exception, customer details, name of the designated official authorising the exception and additional details, if any. The database shall be subjected to periodic internal audit/inspection by the Bank and shall be available for supervisory review.



	<p><b><u>Explanation 1:</u></b> Bank shall, where its customer submits a proof of possession of Aadhaar Number containing Aadhaar Number, ensure that such customer redacts or blacks out his Aadhaar number through appropriate means where the authentication of Aadhaar number is not required as per proviso (i) above.</p> <p><b><u>Explanation 2:</u></b> Biometric based e-KYC authentication can be done by bank official/business correspondents/business facilitators.</p> <p><b><u>Explanation 3:</u></b> The use of Aadhaar, proof of possession of Aadhaar etc., shall be in accordance with the Aadhaar (Targeted Delivery of Financial and Other Subsidies Benefits and Services) Act, 2016 and the regulations made thereunder.</p> <ul style="list-style-type: none"> <li>• Officially Valid Documents (OVD) are as under: <ul style="list-style-type: none"> <li>I. Passport</li> <li>II. Driving License</li> <li>III. Proof of possession of Aadhaar number</li> <li>IV. Voter Identity Card issued by Election Commission of India</li> <li>V. Job Card issued by NREGA duly signed by an officer of the State Government</li> <li>VI. Letter issued by the National Population Register containing details of name and address</li> </ul> </li> </ul>
<b>Accounts of companies</b>	
	<p>Where the client is a company, certified copies of following documents or the equivalent e-documents are to be submitted:</p> <ul style="list-style-type: none"> <li>(i) Certificate of incorporation</li> <li>(ii) Memorandum and Articles of Association</li> <li>(iii) Permanent Account Number of the company</li> <li>(iv) A resolution from the Board of Directors and Power of Attorney granted to its managers, officers or employees to transact on its behalf.</li> <li>(v) Corporate Identification Number (CIN)</li> <li>(vi) <b><i>The names of the relevant persons holding senior management position; and</i></b></li> <li>(vii) <b><i>The registered office and the principal place of its business, if it is different.</i></b></li> <li>(viii) One copy of an Officially Valid Document containing details of identity and address, one recent photograph and Permanent Account Numbers or Form No.60 of related beneficial owner, the managers, officers or employees, as the case may be, holding an attorney to transact on the company's behalf.</li> </ul>

### Accounts of partnership firms

	<p>Where the client is a partnership firm, certified copies of following documents or the equivalent e-documents are to be submitted:</p> <ul style="list-style-type: none"><li>(i) Registration Certificate</li><li>(ii) Partnership Deed</li><li>(iii) Permanent Account Number of the partnership firm</li><li>(iv) One copy of an Officially Valid Document containing details of identity and address, one recent photograph and Permanent Account Numbers or Form No.60 of related beneficial owner, managers, officers or employees, as the case may be, holding and an attorney to transact on its behalf.</li><li>(v) <b><i>The names of all the partners; and</i></b></li><li>(vi) <b><i>Address of the registered office, and the principal place of its business, if it is different.</i></b></li></ul>
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### Accounts of Trusts

	<p>Where the client is a Trust, certified copies of following documents or the equivalent e-documents are to be submitted:</p> <ul style="list-style-type: none"><li>(i) Registration Certificate</li><li>(ii) Trust Deed</li><li>(iii) Permanent Account Number or Form No.60 of the trust</li><li>(iv) One copy of an Officially Valid Document containing details of identity and address, one recent photograph and Permanent Account Numbers or Form No.60 of the related beneficial owner, managers, officers or employees, as the case may be, holding an attorney to transact on its behalf.</li><li>(v) <b><i>the names of the beneficiaries, trustees, settlor, protector, if any and authors of the trust.</i></b></li><li>(vi) <b><i>the address of the registered office of the trust; and</i></b></li><li>(vii) <b><i>list of trustees and officially valid documents for those discharging the role as trustee and authorised to transact on behalf of the trust.</i></b></li></ul>
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### Accounts of Unincorporated Association or body of individuals

	<p>Where the client is an unincorporated association or a body of individuals, certified copies of following documents or the equivalent e-documents are to be submitted:</p> <ul style="list-style-type: none"><li>(i) Resolution of the managing body of such association or body of individuals</li><li>(ii) Permanent Account Number or Form No.60</li></ul>
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		<p>of the unincorporated association or a body of individuals</p> <p>(iii) Power of Attorney granted to the person who will transact on its behalf.</p> <p>(iv) One copy of an Officially Valid Document containing details of identity and address, one recent photograph and Permanent Account Numbers or Form No.60 of the related beneficial owner, managers, officers or employees, as the case may be, holding an attorney to transact on its behalf.</p> <p>(v) Such information as may be required to establish the legal existence of such association or body of individuals.</p> <p><u>Note:</u></p> <p>(a) Unregistered trusts/partnership firms shall be included under the term 'Unincorporated Association'.</p> <p>(b) Term 'body of individuals' includes societies.</p>
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**Accounts of Proprietorship Concerns**

	<p>Proof of name, address and activity of the concern</p>	<p>For Proprietary concerns, Customer Due Diligence of the individual (proprietor) are to be carried out and any two of the following documents or the equivalent e-documents in the name of the proprietary concern should be submitted as a proof of business/activity:</p> <p>a) Registration Certificate <i>including Udyam Registration Certificate (URC) issued by the Government.</i></p> <p>b) Certificate/licence issued by the Municipal authorities under Shop &amp; Establishment Act.</p> <p>c) Sales and income tax returns.</p> <p>d) CST/VAT/GST certificate,</p> <p>e) Certificate / registration document issued by Sales Tax / Service Tax / Professional Tax authorities.</p> <p>f) The complete Income Tax return (not just the acknowledgement) in the name of the sole Proprietor where the firm's income is reflected, duly authenticated/acknowledged by the Income Tax Authorities.</p> <p>g) Utility bills such as electricity, water and landline telephone bills.</p> <p>h) IEC (Importer Exporter Code) issued to the proprietary concern by the office of DGFT / Licence/certificate of practice issued in the name of the proprietary concern by any professional body incorporated under a statute.</p> <p>Though the default rule is that any two documents mentioned above should be provided as activity proof by</p>
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		<p>a Proprietary concern, in cases where the branches are satisfied that it is not possible to furnish two such documents, they would have the discretion to accept only one of those documents as activity proof. In such cases, the branches, however, would have to undertake contact point verification, collect such information as would be required to establish the existence of such firm, confirm, clarify and satisfy themselves that the business activity has been verified from the address of the proprietary concern.</p>
<b>Accounts of Limited Liability Partnerships</b>		
	<p>Proof of name, address and activity of the concern</p>	<ul style="list-style-type: none"> <li>(i) Certified copy of incorporation documents filed with Registrar of Companies.</li> <li>(ii) Certificate issued by the Registrar of Companies.</li> <li>(iii) Copy of LLP Agreement signed by all the partners. In case, there is no LLP agreement, Schedule I of the LLP Act signed by all the partners will prevail.</li> <li>(iv) (a) Any Officially Valid Document which contains proof of identity/address in respects of person holding an attorney to transacts on its behalf and (b) PAN or Form 60 as defined in the Income Tax Rules, 1962 issued to the person holding a power of attorney to transact on its behalf.</li> </ul>
<p><b><i>Accounts of juridical persons not specifically covered above, such as Societies , Universities and Local bodies like Village Panchayats, etc. or who purports to act on behalf of such juridical person or individual or trust.</i></b></p>		
	<p>Proof of name, address and activity of the concern</p>	<p>The certified copies of the following documents or the equivalent e-documents thereof are to be submitted:</p> <ul style="list-style-type: none"> <li>i) Document showing name of the person authorized to act on behalf of the entity;</li> <li>ii. (a) Any Officially Valid Document which contains proof of identity/address in respects of person holding an attorney to transacts on its behalf and (b) PAN or Form 60 as defined in the Income Tax Rules, 1962 issued to the person holding a power of attorney to transact on its behalf.</li> <li>iii) Such documents as may be required to establish the legal existence of such an entity/juridical person.</li> </ul> <p><b><i>Provided that in case of a trust, the Bank shall ensure that trustees disclose their status at the time of commencement of an account-based relationship or when carrying out transactions as under:</i></b></p> <ul style="list-style-type: none"> <li>a) <b><i>Carrying out any international money transfer operations for a person who is not an account holder of the Bank.</i></b></li> <li>b) <b><i>Carrying out transactions for a non-account-</i></b></li> </ul>

		<p><i>based customer, that is a walk-in customer, where the amount involved is equal to or exceeds rupees fifty thousand, whether conducted as a single transaction or several transactions that appear to be connected.</i></p> <p><i>c) When a Bank has reason to believe that a customer (account- based or walk-in) is intentionally structuring a transaction into a series of transactions below the threshold of rupees fifty thousand.</i></p>
<p>Branches to obtain only the documents as mentioned above and not to accept any other document for KYC purpose.</p>		

<b>ABBREVIATION</b>	
ALCO	ASSET LIABILITY COMMITTEE
AML	ANTI MONEY LAUNDERING
ARR	ALTERNATIVE REFERENCE RATE
AUD	AUSTRALIAN DOLLARS
BSBDA	BASIC SAVING BANK DEPOSIT ACCOUNT
CA	CURRENT ACCOUNT
CAD	CANADIAN DOLLAR
CBS	CORE BANKING SOLUTION
CC	CASH CREDIT
CDD	CUSTOMER DUE DILIGENCE
CGA	CAPITAL GAIN ACCOUNT
CIT	CASH-IN-TRANSIT
DDA	DIAMOND DOLLAR ACCOUNT
DEAF	DEPOSITOR EDUCATION AND AWARENESS FUND
DW	DIVIDEND WARRANT
DWCRA	DEVELOPMENT OF WOMEN AND CHILDREN IN RURAL AREAS
EEFC	EXCHANGE EARNER'S FOREIGN CURRENCY ACCOUNT
EUR	EURO
FBIL	FINANCIAL BENCHMARKS INDIA PVT. LTD
FCNR(B)	FOREGIN CURRENCY NON RESIDENT ACCOUNTS (BANK)
FCY	FOREIGN CURRENCY
FD	FIXED DEPOSIT
FEDAI	FOREIGN EXCHANGE DEALERS ASSOCIATION OF INDIA
FEMA	FOREIGN EXCHANGE MANAGEMENT ACT
Fis	FINANCIAL INSTITUTIONS
FRRO	FOREIGNER REGISTRATION REGIONAL OFFICE
GBP	GREAT BRITAIN POUND
HUF	HINDU UNDIVIDED FAMILY
IBA	INDIAN BANK ASSOCIATION
KD	KAMADHENU DEPOSIT
KYC	KNOW YOUR CUSTOMER
NBFC	NON BANKING FINANCIAL COMPANY
NND	NITYA NIDHI DEPOSIT
NRE ACCOUNT	NON RESIDENT EXTERNAL ACCOUNT
NRI	NON RESIDENT INDIAN
NRO ACCOUNT	NON RESIDENT ORDINARY ACCOUNT
OD	OVERDRAFT
OTM	OFFSITE TRANSACTION MONITORING
OVD	OFFICIALLY VALID DOCUMENT
PAN	PERMANENT ACCOUNT NUMBER
PIO	PERSON OF INDIAN ORIGIN
PML	PREVENTION OF MONEY LAUNDERING.
PPOS	PENSION PAYMENT ORDERS
RBI	RESERVE BANK OF INDIA
RD	RECURRING DEPOSIT
RFC	RESIDENT FOREIGN CURRENCY
RFCD	RESIDENT FOREIGN CURRENCY (DOMESTIC) ACCOUNT

SB	SAVING BANK
SEZ	SPECIAL ECONOMIC ZONE
SHG	SELF HELP GROUP
SNRR	SPECIAL NON RESIDENT RUPEE ACCOUNT.
TD	TERM DEPOSIT
TDS	TAX DEDUCTION AT SOURCE
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA
USD	US DOLLAR
VVV	VIKAS VOLUNTEER VAHINI

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