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Gujarat Gramin Bank, Head Office, Vadodara
Security Repossession & Collection of dues Policy-2025

1. Introduction:

The dues collection & Repossession policy of the bank is built around dignity and respect to customers. Bank will not follow policies that are unduly coercive in Repossession of Security. The policy is built on courtesy, fair treatment and persuasion. The bank believes in following fair practices with regard to repossession of security and thereby fostering customer confidence and long-term relationship.

The repayment schedule for any loan sanctioned by the bank will be fixed taking into account repaying capacity and cash flow pattern of the borrower. The bank will explain to the customer upfront the method of calculation of interest and how the Equated Monthly Installments (EMI) or payments through any other mode of repayment will be appropriated against interest and principal due from the customers. The repayment schedule will be duly documented. The bank would expect the customers to adhere to the repayment schedule agreed to and approach the bank for assistance and guidance in case of genuine difficulty in meeting repayment obligations.

Bank's Security Repossession Policy aims at recovery of dues in the event of default and is not aimed at whimsical deprivation of the property. The policy recognizes fairness and transparency in repossession, valuation and realization of security. All the practices adopted by the bank for follow up and recovery of dues and repossession of security will be in consonance with the law.

2. General Guidelines:

All the members of the staff or any person authorized to represent our bank in collection or / and security repossession would follow the guidelines set out below:

- A. The customer would be contacted ordinarily at the place of his/ her choice and in the absence of any specified place, at the place of his/ her residence and if unavailable at his/ her residence, the place of business/ occupation.
- B. Identity and authority of persons authorized to represent bank for follow up and recovery of dues would be made known to the borrowers at the first instance. The bank staff or any person authorized to represent the bank in collection of dues or / and security repossession will identify himself/ herself and display the authority letter issued by the bank upon request.
- C. The bank would respect privacy of its borrowers.
- D. The Bank is committed to ensure that all written and verbal communication with its borrowers will be in simple business language and bank will adopt civil manners for interaction with borrowers.
- E. Normally the bank's representatives will contact the borrower between 0700 hrs and 1900 hrs, unless the special circumstance of his/ her business or occupation requires the bank to contact at a different time.
- F. Borrower's requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.

- G. The bank will document the efforts made for the recovery of dues and the copies of communication sent to customers, if any, will be kept on record.
- H. All assistance will be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- I. Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls/ visits to collect dues.
- J. During visits to borrower's place for dues collection, decency and decorum would be maintained. Authorised person will not resort to intimidation or harassment of any kind either verbal or physical against any person, including acts intended to humiliate publicly or intrude the privacy of borrower's family members referees and friends making threatening and anonymous calls or making false and misleading representations. However, it is Borrower's responsibility to keep updating their contact details. In case the bank is unable to contact the borrower at the details provided, the bank will access information available from public source and approach Borrower's friends /relatives to trace the borrower.
- K. Bank will investigate any complaint from borrower about unfair practices of Authorised person.

3. Giving notice to borrowers

While written communications, telephonic reminders or visits by the bank's representatives to the borrowers place or residence will be used as loan follow up measures, the bank will not initiate any legal or other recovery measures including repossession of the security without giving due notice in writing. Bank will follow all such procedures as required under law for recovery/ repossession of security.

4. Repossession of security

Repossession of security is aimed at recovery of dues and not to deprive the borrower of the property. The recovery process through repossession of security will involve repossession, valuation of security and realization of security through appropriate means. All these would be carried out in a fair and transparent manner. Repossession will be done only after issuing the notice as detailed above. Due process of law will be followed while taking repossession of the property. The bank will take all reasonable care for ensuring the safety and security of the property after taking custody, in the ordinary course of the business.

5. Valuations and Sale of Property

Valuation and sale of property repossessed by the bank will be carried out as per law and in a fair and transparent manner. The bank will have right to recover from the borrower the balance due if any, after sale of property. Excess amount if any, obtained on sale of property will be returned to the borrower after meeting all the related expenses provided the bank is not having any other claims against the customer.

6. Opportunity for the borrower to take back the security

As indicated earlier in the policy document, the bank will resort to repossession of security only for the purpose of realization of its dues as the last resort and not with intention of depriving the borrower of the property. Accordingly, the bank will be willing to consider handing over possession of property to the borrower any time after repossession and before concluding sale transaction of the property, provided the bank dues are cleared in full. If satisfied with the genuineness of borrower's inability to pay the loan installments as per the schedule, which resulted in the repossession of security, the bank may consider handing over the property after receiving the installments in arrears. However, this would be subject to the bank being convinced of the arrangements made by the borrower to ensure timely repayment of remaining installments in future.

7. Engagement of BC for Collection:

Recovery of principal loan amount and interest thereon in respect of NPA accounts, only after complying with RBI instructions.

During recovery procedures, BCs will adhere to extant instructions on Bank's fair practice code for lending. The BCs will refrain from any action that could damage the integrity and reputation of the Bank and observe strict customer confidentiality. BC will also adhere to the extant guidelines for collection of dues as stipulated in "Code of Bank's Commitment to customers" regarding the collection activities.

The BCs will not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their recovery efforts.

The Corporate BCs will be solely responsible for the acts of their representative who conduct financial/non-financial transactions.

8. Engagement of Seizure/Recovery Agents/agency:

The bank may utilize the services of recovery agents for collection of dues and repossession of securities. Recovery agents will be appointed as per regulatory guidelines issued in this regard.

Before assigning any work to Enforcement/ Recovery Agents, the Regions should verify the caution list of such service providers maintained by IBA.

Administrative powers for empanelment of Enforcement Agencies are vested with the Region Manager.

All terms and conditions of outsourcing arrangement with the Enforcement/ Recovery Agents should be codified in a written one-year agreement by the Regional Heads duly vetted by Legal Departments/Advocate. A specific clause should be incorporated in the Agreement to the effect that, in case of failure of resolution of the allotted account by the Enforcement Agent/ Recovery Agent within a specified cut-off date, the work allotment shall stand cancelled automatically without intimation to the Enforcement Agent/

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Recovery Agent, unless the validity period of the Agreement is extended by the Bank and the Enforcement Agent/ Recovery Agent in writing. The duly executed agreements should be available for inspection.

Since their activities may expose the Bank to potential reputation and legal risk, the services rendered by the Recovery/ Enforcements Agents should be regularly reviewed. Branches are advised to review the performance of RE/ EA every month. Branches will send the Review Report to Regional Office.

In case the RE/ EA engages sub-agent for carrying out the work assigned to them, a proper record be maintained.

If the services of any EA/ RA are not found to be satisfactory, the same should be terminated in terms of the agreement entered into with them. If termination of services occurs in any manner whatsoever, i. e., by reviewing performance or by virtue of automatic termination in terms of paragraph No: 4 above, the matter should be circulated to all the concerned so as not to consider the said service provider for future agreements. Further, the services of another EA/ RA having satisfactory performance only should be availed for resolution of the concerned account. The EA/ RA may be paid charges/ incentives in terms of the Agreement for the recovery actually affected by the EA/ RA during subsistence of the Agreement. If there are no sufficient EA/ RA in any specified area, Region should consider inclusion of sufficient number of EA/ RA in our panel. Yet, if there is scarcity of EA/ RA in the area, re-allotment of the account to EA/ RA may be done. Branches are advised to maintain a register for recording work allotted to RA/ EA as per the following details:

Sr. No.

Name of Agency

Name, Address, Tel No., Mobile No., Fax No., of contact person of RA/ EA.

Whether trained.

Cases allotted (Note record for allotment of work during last three years/ outstanding cases)

Date of allotment of work

A/cs given for recovery during review period - No. of A/cs & Amt.

Recovery made during review period No. of A/cs & Amt (Account wise details to be maintained separately)

Rate of Commission agreed (within policy framework) and expected job

Commission paid during review period

Details of complaints received against RA/ EA for not following RBI guidelines

Remarks

Signature of Authorised person

Date:

Note: Separate folio for each Recovery Agent be maintained

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Only recovery agents from the empaneled vendors will be engaged by the bank

In case bank engages service of such recovery/enforcement/seizure agent for any recovery case, the identity of the agent will be disclosed to the borrower.

The recovery agents engaged by the bank will be required to follow a code of conduct covering their dealings with customers.

Before availing Recovery/ Enforcement service branch has to take prior permission from concerned Regional Office.

8.1 Eligibility Criteria for Recovery Agents

Recovery Agents & the Promoter/Key personnel /Officials of the Recovery agents shall comply with the following non-relaxable criteria:

- A. Indian citizen/ entity constituted under Indian Law,
- B. No disqualification such as removal /dismissal from recovery related service earlier or cooling period, if any granted, is not over;
- C. Recovery Agents should have specialized knowledge, past experience, capabilities, expertise and infrastructural support for recovery of Bank's dues.
- D. The past experience of the recovery agents with the other banks / financial institutions, state financial corporations and others, if any
- E. Their accessibility in the area of operation.
- F. The availability of requisite administrative network, proximity to the branches etc. They should have fair knowledge in local language of the area where their services are to be utilized.
- G. Not blacklisted by any bank nor any complaint filed against the firm before CBI / Serious Fraud Investigation Cell / Court.
- H. They should have undergone 100 hours of training programme on the certificate course devised by IIBF.
- I. On completion of the training programme, they should have passed the examination conducted by IIBF and obtain a certificate to this effect issued by IIBF.
- J. The promoter/key personnel/ officials of the Recovery Agents shall be at least graduates from any reputed university in India / abroad. Preference will be given to the Agency having Accounting / Engineering / Law Professionals.
- K. Adequate knowledge of the provisions of SARFAESI Act, 2002 [including subsequent amendments] and shall be also well conversant with the duties of Authorized Officer [AO] including support required by them.
- L. Possess thorough knowledge of the extant RBI guidelines and also instructions/ circulars issued by other regulators from time to time.
- M. Bank reserves the right to reject any application on its own discretion and mere satisfaction to the eligibility criteria does not confer any right whatsoever to

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empanelment of agent/agencies.

N. In case of any dispute, the decision of the Bank will be final.

8.2 Remuneration to the Seizure/Recovery/Enforcement Agents:

The fees/commission/charges will be as per attached Annexure B. The Seizure/Recovery/ Enforcement Agent has to submit the bill for payment of fees/commission/charges. Regional Head has power to sanction the fees/ commission/charges.

9. Operational guidelines for repossession of security

- A. It will be ensured that: (a) Terms and conditions of sanction of advance will be conveyed in writing which inter-alia will include repayment schedule and trigger to Bank's right to repossess security in the event of default. (b) Security documents will contain the repayment schedule and a clause regarding Bank's unconditional right to repossess security in the specified events.
- B. In the event of invocation of trigger for repossession of security, borrower/guarantor will be advised that he has defaulted in meeting repayment obligation. The borrower will be advised to regularize his account(s) within a reasonable time (say 15 days) failing which his accounts will be handed over to ----- (details of Recovery Agent/BC, if applicable). Further, borrower will also be advised that the BC has been authorized to initiate recovery proceedings including repossession of security.
- C. Borrower will also be specifically advised that the costs incurred by the Bank to effect recoveries will be borne by him/her. Further, the borrower will also be advised that recoveries made by the bank will be appropriated as per latest Recovery Policy of the Bank. He/she will also be advised that in the event of sale proceeds falling short of amount due, the balance will be recovered from his/her personal effects.
- D. The notice to the borrower will be sent in duplicate, one copy by courier/ordinary post and second by registered post.
- E. If the Bank has reasons to believe that the borrower or his close family members are avoiding the service of notice or for any other reason the notice cannot be served, a copy of the notice will be affixed on the outer door or some other conspicuous part of the house or business premises.
- F. If borrower responds to the notice and regularise the account or appropriate authority permits him further time or compromise settlement is reached, no further action would be necessary.

10. Repossession of Security: (If borrower do not respond at all and Repossession of Security has become necessary):

- A. Repossession of security will involve repossession, valuation and realization of security through legally permitted means.
- B. Before initiating process of repossession of asset financed by the Bank, borrower will

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be served with another notice by the Bank Official/Authorised person stating therein to handover the asset along with related documents to the Authorised person or else regularize the account.

- C. If the notice to hand over the asset by the borrower is not complied to by the borrower, the process for the repossession of the asset will be initiated.
- D. Execution by Recovery Agencies: The execution of actual repossession will be carried out by the authorized Recovery agent/agencies/BC/Corporate BC whose details have been furnished to the borrower. The possession of asset will be taken in the presence of two witnesses, a Panchnama would be drawn containing full details of the assets seized. The repossession will be made only through legally permitted means and no force will be used for taking repossession.
- E. After taking possession of the assets, the borrower will be advised that as much care of the seized asset will be taken by the Authorised Official as a man of ordinary prudence would take care of his assets under similar circumstances.

10.1 Repossession / Seizure of Vehicle:

- A. Branches to identify the vehicle loan account where overdue are more than 30 days.
- B. Branches shall write a letter to Borrower informing him the overdue amount with a request to clear the overdue amount within 15 days, failing which the account will be handed over to Enforcement Agency/ Recovery Agency (EA) for recovery and repossession of the vehicle. All the charges incurred in the process shall be borne by the Borrower.
- C. In case of non-payment of overdue by Borrower, Branch shall send a recall notice demanding the entire outstanding amount giving a time period of 30 days. The letter shall be sent by Registered Post with Acknowledgement due or through speed post. The acknowledgement Due or the track record of speed post shall be preserved by the branch as a proof of having served the recall notice.
- D. If the Borrower fails to deposit the entire amount within the given period the branch shall appoint Enforcement Agency/ Recovery Agency duly empanelled by the Region to seize the vehicle.
- E. A copy of the letter given to Enforcement Agency will be given to the Borrower requesting him to cooperate with the empanelled Enforcement Agency.
- F. The job role of Enforcement Agency/Recovery Agent is as under:
 - ☐ The branch shall appoint Enforcement/ Recovery Agency duly empanelled by the Region.

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- The empanelled Enforcement Agency (EA) before seizing the vehicle shall inform the nearest police station
 - Empanelled Enforcement Agency shall seize the vehicle, following the code of conduct.
 - The Enforcement Agency (EA) shall have a proper storage facility and the vehicle shall be parked in such storage space with proper security and with a valid insurance.
 - The inventory of the vehicle seized shall be prepared by the EA and a copy shall be given to the Borrower and the signature of the Borrower on such inventory shall be taken for having noted the contents of inventory and having found the same as correct.
 - The responsibility of the security of such seized vehicle shall be with the EA.
 - A photograph of the seized vehicle shall be taken by the EA at the time of taking inventory.
- G. The valuation of the seized vehicle will be obtained from the used car dealers or from any other authorised valuer immediately.
- H. The vehicle shall be auctioned by holding Public Auction or by inviting Tenders from the public. The notice of auction shall be published in two leading newspapers, out of which one should be in vernacular language having sufficient circulation giving a clear notice of 30 days. If auction is by inviting public Tender, then it should as far as possible be through e -Auction. The seized vehicle shall be auctioned above the reserved price fixed based on the latest valuation.
- I. If no bid is received in the auction the branch shall arrange for the subsequent auctions giving a clear notice of 30 days following the process as given above.
- J. Branch shall follow for recovery of balance amount, if any, after appropriation of the sale proceeds of the vehicle in case the amount received from the sale of vehicle is not sufficient to cover the entire outstanding amount. If the sale proceeds are more than the dues (with all charges) of the Bank, the surplus amount will be refunded to Borrower.
- K. In the meantime, if the Borrower deposit total overdue amount along with the expenses incurred on seizure of vehicle i.e. rent, insurance and Enforcement Agency charges etc., the branch may release the vehicle to the Borrower.

11. Valuation and Sale of Assets:

- A. Valuation of repossessed assets will be carried out as per extant instructions of the Bank and would be valued by approved valuer of the Bank.

- B. Sale of Assets will be carried out by any of the transparent modes to secure fair price of the seized assets i.e., by public auction/E-auction, by inviting tenders, by obtaining quotations from parties dealing in the assets seized etc.
- C. Before the date of actual sale, borrower will be issued a notice of sale giving him reasonable time (depending upon the nature of security) say 30 days. For perishable items a shorter notice period will be given.
- D. The Bank will hand over the possession of the asset to the borrower any time after repossession and before concluding sale transaction of the asset in case the borrower has liquidated Bank's dues in full or a compromise settlement has been reached between the borrower and the Bank.

12. Policy Review

The policy will be reviewed annually and effective till next review". Further, that in the event of receipt of any regulatory guidelines / instructions, such guidelines/ instructions will form a part of the Policy. In case, any change in the Policy is necessitated by any change in the Operating Environment / Market Conditions, etc. the Risk Management Committee of Executives headed by the Chairman will be authorized to approve the modifications/amendments in the said policy and subsequently place the modifications /amendments before the Board for confirmation.

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Annexure A

MODEL CODE OF CONDUCT FOR RECOVERY AGENTS & GRIEVANCE REDRESSAL MECHANISM

1. Applicability

The Model Code of Conduct for Recovery Agents (RAs) will be applicable to all RAs appointed by the Bank. The Code of Conduct shall form part of the agreement between the Bank and the Recovery Agents. RAs must agree to abide by this code prior to undertaking any recovery operation on behalf of the Bank. Any RA found violating this code may be blacklisted and such action taken will be reported to higher authority.

2. When & where RAs may contact a person on telephone:

- (a) Telephonic contact may normally be limited to between 08.00 hrs and 20.00 hrs unless the special circumstances of the borrower's business or occupation demands otherwise. However, it may be ensured that a borrower is contacted only when the call is not expected to inconvenience him/her. Calls earlier or later than the prescribed hours may be placed only under the following conditions:
 - I. When the borrower has authorized to do so in writing or orally.
 - II. Due notice of recall of the loan has been served by the Bank on the borrower, and appointment of recovery agent has been intimated to him, and the borrower is intentionally avoiding calls of the RA.
 - III. Time and number of calls and contents of conversation will be documented.
- (b) The borrower would be contacted ordinarily at the place of his choice and in the absence of any specified place he will be contacted at his/her residence in the place of employment/ business as the case may be.
- (c) In appropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/ visits to collect dues.

3. Can the borrower's Loan arrangement be discussed with anybody else?

Normally RAs should maintain borrower's secrecy. However, the matter may be discussed with his family members if borrower's response to notice of recall and repeated calls made by RAs on the borrowers do not evoke any response. Family for this purpose will only be close and adult family members and will include spouse, son (including legally adopted son), unmarried daughter (including legally adopted daughter), unmarried sister, father, mother, daughter-in-law, grandson and grand-daughter.

3.1 Leaving messages and contacting persons other than the borrower

Calls first must be placed to the borrower. If the borrower is not available a message should be left for the borrower to return the call or check for a convenient time to call again. Message should be left with his business associate or person(s) representing him in the Bank and indicate that "xxxxx (Name of the RA) representing xxxxx (Name of the Bank) called and requested to call back at xxxxxxxxxxxx (phone No). The purpose of the call is recovery of Bank's dues."

3.2 Code adopted during the call

- The RAs will identify himself/herself to the borrower and will apprise him/her of the authority to represent.
- State reason for call. Provide the borrower with all the information regarding dues and necessary notice be given for enabling discharge of dues.
- Offer to call back, if the borrower is busy.
- Talk in language which is most comfortable to the borrower.
- Keep conversation limited to business.
- Reconfirm next call or next visit.
- Provide contact numbers (for RAs as well as the Bank).
- Reasonable notice will be given before repossession of security as well as before its realization.
- All assistance will be given to resolve disputes or differences in a mutually acceptable and in an ordinary manner, if any as regards dues.
- Demeanor that will suggest criminal intimidation or threat of violence would be scrupulously avoided.

4. Gifts or bribes

- RAs will not accept any kind of gift or bribe

5. Others

- RAs will not accept cash and recoveries will be deposited in the Bank directly.
- RAs must be appropriately dressed; decorum and decency will be maintained.
- RAs will furnish an undertaking placed at Annexure.
- RAs would resort only the legally permissible activities during the course of recovery.

GRIEVANCE REDRESSAL MECHANISM

The branches / Operating units while entrusting recovery to Recovery Agents (RAs) shall also advise the borrower:

- (i) Full particulars of Recovery Agents with his contact number
- (ii) The contact number and name of the Bank official entrusting the recovery to the RAs. In case of any grievance regarding conduct of the RAs, the borrower may contact the above-named Bank official.
- (iii) In case the grievance of the RAs is not redressed by the Branch official, a complaint may be addressed to Regional Manager. Regional Office will maintain records of the complaints received & disposal, in this regard.

II. Acknowledgement of grievances and redress:

Branch manager or the Nodal Officer as the case may be, will acknowledge the grievance within five days of receipt and initiate action to have the grievance resolved within a maximum period of three weeks. The customer will also be kept informed of the action taken, the reasons for delay if any, in redressal and the progress in redressal of grievance.

III. Complaint to Banking Ombudsman:

In case the customer's grievance is not redressal provided by the bank within 30 days he can also approach the Banking Ombudsmen located in State Capitals for redressal. The customer will be given the necessary guidance in this regard by the branches and the help lines. The contact details of the Banking Ombudsman of the respective region are on display at each branch.

IV. Review Mechanism

All the complaints dealt by RM will be reviewed by General Manager & The complaints against the Recovery Agents addressed by customers direct to the Chairman where the issues raised in the grievance are considered serious, the Chairman may call for a report on the causes that led to the grievance, the redressal and further action taken. Such grievances will be considered disposed off only on approval from the Chairman.

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Annexure B

I. Slab of Overdue Recovery fees are bifurcate in two parts on the basis of Age of NPA

1) NPA A/c up to 3 Years		
Sr No.	Recover Amount Received	Remuneration Amount to be Paid
1	UP TO Rs.2 Lacs	5.00% of Overdue Recovery + 1% Additional Incentive on Advance Recovery
2	Rs.2 Lacs to Rs.10Lacs	Rs.10,000/- + 4.00% of Overdue Recovery above Rs.2 Lacs + 1% Additional Incentive on Advance Recovery (Max Rs.40,000/-)
3	Rs.10 Lacs to Rs.25Lacs	Rs.40,000/- +3.00% of Overdue Recovery above Rs.10 Lacs + 1% Additional Incentive on Advance Recovery (Max Rs.75,000/-)
4	Rs.25 Lacs to Rs.50Lacs	Rs. 75,000/- + 2.50% of Overdue Recovery above Rs. 25.00 Lacs + 1% Additional Incentive on Advance Recovery
5	Rs.50 Lacs to Rs.1Crore	Rs.1,37,500 +2.00% of Overdue Recovery Above 50 Lacs + 1% Additional Incentive on Advance Recovery
6	Rs.1 Crore to Rs.5Crore	Rs.2,37,500 +1.50% of Overdue Recovery Above 1.00 Crore + 1% Additional Incentive on Advance Recovery
7	Rs.5 to Rs.10 Crore	Rs.8,37,500 + 1.25% of Overdue Recovery Above 5 Crore + 1% Additional Incentive on Advance Recovery
8	Above Rs.10 Crore	Rs.14,62,500 +1.00% of Overdue Recovery Above 10 Crore + 1% Additional Incentive on Advance Recovery

2) NPA A/cs Above 3 Years and Write off A/cs		
Sr No.	Recover Amount Received	Remuneration Amount to be Paid
1	UP TO Rs.2 Lacs	7.00% of Overdue Recovery + 1% Additional Incentive on Advance Recovery
2	Rs.2 Lacs to Rs.10 Lacs	Rs.14,000/- +6.00% of Overdue Recovery above Rs.2 Lacs + 1% Additional Incentive on Advance Recovery
3	Rs.10 Lacs to Rs.25Lacs	Rs.62,000/-+ 5.00% of Overdue Recovery above Rs.10 Lacs + 1% Additional Incentive on Advance Recovery
4	Rs.25 Lacs to Rs.50 Lacs	Rs. 1,37,000/- + 4.00% of Overdue Recovery above Rs.25.00 Lacs + 1% Additional Incentive on Advance Recovery
5	Rs.50 Lacs to Rs.1 Crore	Rs.2,37,000 +3.00% of Overdue Recovery Above 50 Lacs + 1% Additional Incentive on Advance Recovery
6	Rs.1 to Rs.5 Crore	Rs.3,87,000 +2.00% of Overdue Recovery Above 1.00 Crore + 1% Additional Incentive on Advance Recovery
7	Above Rs.5 Crore	Rs.11,87,000 + 1.50% of Overdue Recovery Above 5 Crore + 1% Additional Incentive on Advance Recovery

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For First Recovery and Every Subsequent /Part Recovery 75% of fresh recovery fees to be paid and 25% of Recovery to be paid only after A/c upgraded. In case of Lump sum / total recovery received in a/c than 100% of eligible amount of recovery fees to be paid fully at once. Branch has to maintain the record of above payments borrower wise in a separate register. The said expenditure will be claimed/ incorporated as legal/ other expenses in all demand notices and also while considering compromise proposal & filing recovery suit at any court/ submission of suit claim to DRTs etc. if so warranted in respect of any account.

In fraud declared accounts, the Recovery Agent will be entitled for incentive of 1 % of the amount recovered over and above the fee structure provided herein above provided this recovery is not under compromise or OTS approved by Bank.

Fees for Services under SERFAESI Act and sale of Securities

Assisting in Recovery by sale of assets Under SARFAESI	1. Residential 2.5% 2. Other than residential 3.00%
- Physical possession including getting assistance from District Magistrate - For preparation of Panchnama and inventory	Rs. 15,000.00 per property
- If realisation value of property is Rs.10 lakh and above and the DM/CMM permission is received within 30 days from the date of filing application, an incentive of Rs.10,000/- shall be paid, per property. - Other expenses like videography, Police Protection, Postages, Travelling & Conveyance, Godown charges, CCTV, Telephone, Security Guard Etc. on actual basis as and when required	
GST Extra as applicable time to time	

(Please note that the applicable TDS (Income Tax) shall be deducted at the time of making payment.)

The maximum limit for an amount of fee payable to the Recovery agent/agency is Rs. 25.00 lacs. (Per borrower) in all cases.

Schedule of charges for seizure of the vehicles and also for rendering the allied services.

(Rs.)			
Particulars	Repossession charges(one time)	Transport Charges/ KM	Godown rent/Day *
Tractor & Trailer	8000	10	100
Tractor	5000	10	100
Trailer	3000	10	100
Car, Jeep, Minibus & Matador	7000	8	100
Luxury Bus (17 to 31 seats)	10000	10	100
Luxury Bus (32 & above seats)	10000	12	100
Truck (more than 9.00 tones)	10000	12	100
Three wheeler rickshaw	3000	5.50	100
Two Wheeler	2000	3.75	50
Oil engine / Electric motor/ flour mill	2000	10	50

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Sewing Machine /Xerox machine / Computer / TV/ Refrigerator	1000	10	5
Others (not included above)	1500	12	7

*For first 30 days no parking charges will be payable, similarly, no parking charges will be payable beyond 60 days of seizure of vehicle, parking charges as above shall be payable for 31st day to 60th day only

Additional charges for arranging buyer and auction /sale of seizing vehicle to enforcement agent

Particulars	Charges
If recovery amount is received by bank within 30 days	5%
If recovery amount is received by bank between 31st to 60th day	4%
If recovery amount is received by bank after 60 days	1%

Out of pocket expenses over and above may be reimbursed to the EA with proper justification.

Branch has to maintain the record of above payments borrower wise in a separate register. The said expenditure will be claimed/ incorporated as legal/ other expenses in all demand notices and also while considering compromise proposal & filing recovery suit at any court/ submission of suit claim to DRTs etc. if so warranted in respect of any account.

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ANNEXURE-I

**APPLICATION FORM FOR APPOINTMENT OF RESOLUTION /COLLECTION
AGENCY**

1. Name of the Agency : _____
Proprietorship/ Partnership/Society/Company etc.
2. Address (including telephone nos.; fax nos. and e-mail address) :
3. Established since :
PAN Number
Present Bankers :
Whether
Registered under
Shops &
Establishment Act
or any other Act :

			Name	Age	Qualification	Experience, if any
4.	a.	Name of Proprietor	:			
		Director/(s)	:			
	b.	Name of Partners	:			
	c.	Name of Office Bearers	:			
	d.	Name of key functionaries	:			

(Rs. in lacs)

5. Financial Indicators		Previous year (Audited)	Last year (Audited)	This year (Projections)
a.	Equity capital			
b.	Tangible Net Worth			
c.	Net Profit			

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6. Infrastructure available			
a.	No. of people employed	:	
b.	No. of people engaged in Recovery Activity	:	
c.	Out of (b) above, no. of employees:		
	(i) In respect of which Police verification has been carried out	:	
	(ii) Who have been Certificated from IIBF	:	
	(iii) Who have necessary equipments for audio / video recording	:	
	(iv) Who have been employed on contract basis (also advise average rate of commission)	:	
	(v) Who have been employed on emoluments basis (average salary)	:	
d.	No. of locations and their addresses along with phone nos. fax nos. e-mail ids etc.		

7. Existing Clientele:					
Name of the client	1st Assignment obtained on	No. of assignments entrusted		No. of assignments completed	
		No.	Amt.	No.	Amt.

8. References:

- (i) _____
- (ii) _____

9. Information furnished above is correct to the best of my knowledge & belief. Copy of the documentary proofs, wherever applicable, duly certified by me are enclosed

(Name & Signature)
 Designation:
 Date:

Particulars verified and comments, if any:

(Authorized Bank Official)

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ANNEXURE -II

**APPLICATION FORM FOR APPOINTMENT OF RESOLUTION/ COLLECTION
(RECOVERY) AGENTS**

1. Name of the Agent :

2. Address (including :
Telephone Numbers, fax :
Nos, e-mail address) :

3. PAN No. :

4. Present Bankers :

5. Personal Particulars :

(a) Age

(b) Qualification

(c) Experience

(d) Family members and their status

Name	Age	Relationship	Whether Dependent?	If employed, employers name & address

(e) Present Income

(f) Income from Recovery activity, if any

(g) House whether owned? If yes, please furnish us particulars viz.,
location, market value of the property etc.,

(h) Passport No., if available, and its validity

(i) Certificated from IIBF for having undergone 100 hrs training on

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6. Existing Clientele:					
Name of the client	1 st Assignment obtained on	No. of assignments entrusted		No. of assignments completed	
		No.	Amt.	No.	Amt.

7. References:

(i) _____

(ii) _____

8. Information furnished above is correct to the best of my knowledge & belief. Copy of the documentary proofs, wherever applicable, duly certified by me are enclosed

(Name & Signature)

Date:

Police verification, if considered necessary, carried out on. Other Particulars verified and comments, if any:

(Authorized Bank Official)

**DECLARATION-CUM-UNDERTAKING
TO BE OBTAINED FROM THE RECOVERY AGENTS**

Re : Code of Conduct

Dear Sir,

I have been appointed by the Bank as Recovery Agent. The duty entrusted to me is to help Bank's officials in recovering Bank's dues and the work entrusted by Bank's officials in this regard.

In the discharge of my duties, I am obliged to follow the Code of Conduct attached to this document.

I confirm that I have read and understood and agree to abide by the Code of Conduct. I further confirm that the trainer mentioned below has explained the duties and obligations in full to me.

In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me as you may deem appropriate.

* I have undergone certification course conducted by IIBF or its accredited institution (copy of the certificate is enclosed). Or

* I have not undergone certification course but will acquire necessary certification latest by.....

* Whichever is applicable.

Signed on this _____ day of _____ 20__

Signature _____ Name _____ Agency* _____

* If recovery agent is appointed through some agency (i.e., NBFCs, NGOs etc.,)