

Supplementary Statement of Claim-cum-Indemnity

The Secretary
Department of Financial Services
Ministry of Finance
Government of India
New Delhi.

Letter No.:

Date: / /2021

Dear Sir,

This indemnity is being issued in addition to undertaking cum indemnity submitted earlier with reference to the Scheme of grant of Ex-Gratia Payment of difference between compound interest and simple interest for six months to borrowers in specified loan accounts (1.3.2020 to 31.8.2020) (hereinafter called 'the Scheme) as advised by DFS, Ministry of Finance, GoI vide their letter nos. F.NO.2/12/2020-BOA-I dated 23.10.2020 and 29.10.2020.

2. We have submitted Original Claim amount of Rs. _____ pertaining to _____ number of customers, duly certified by our Statutory Auditor and submitted indemnity cum undertaking number _____ dated _____.

3. We are in receipt of SBI Nodal Cell mail dated _____ conveying approval of DFS, GoI, with respect to excess of interest credited to customers between 06.11.2020 to 21.11.2020 under the scheme. Following additional details are being submitted, as required:

| Sl. No. | Particulars of Supplementary Claim Amount | No. of Customers | Claim Amount (Rs.) |
|---------|--|------------------|--------------------|
| 1 | Original Claim Amount | | |
| 2 | Out of the Original Claim above in sl. no. 1, amount credited to the Borrowers' A/C after 05.11.2020 (Included & claimed through original claim) | | |
| 3 | Difference (1-2) | | |
| 4 | Exgratia interest credited to Borrowers' A/C between 06.11.2020 to 21.11.2020 | | |
| 5 | Eligible Claim (3+4) | | |
| 6 | Fresh Claim Amount if (5) > (1) | | |
| 7 | To be refunded to Nodal Cell if (5) < (1) | | |

4. **Certification: -**

(i) **We confirm the following with respect to our claim:**

- (a) We have included only such amount that has been actually paid to borrowers' live account (Loan/ CASA) up to 21.11.2020, strictly as per guidelines.
- (b) In the above claim, we also confirm that we have not included any amount that is parked in office accounts, kept in the form of Demand Draft/ Banker's Cheque/ Pay Order or Parked/ Credited in any other ledger account, with a view to pay later than 21.11.2020.
- (c) We have not included any such amount that has been kept separately and not credited to borrowers' account (Loan/ CASA), in case of account closed between 01.03.2020 to 21.11.2020.
- (d) We have assessed whether a borrower has aggregate credit limit up to Rs. 2.00 Crore, from banking system or not, based on information available with us ensuring all due diligence in case where CIBIL data was not available.

(ii) **Additional Certification regarding Portfolio Purchase/ Sold:**

We have included amount of Rs. _____ pertaining to _____ number of customers, with respect to Portfolio sold to various LIs before 29.02.2020, in the original claims. We confirm having obtained confirmation from all the LIs listed for not having claimed exgratia with respect to these accounts.

5. **Claim (Payable/ refundable as per calculation in para 3): -**

(i) We further confirm that the following amount inadvertently claimed by us, i.e., credited to customer account after 21.11.2020 and not credited before due date, due to various reasons. We are now returning the same amount of Rs. _____ pertaining to _____ number of customers, to the SBI Account Number 39782165929 naming "COVID 19 Interest relief receivable from GOI" IFSC Code SBIN0000300 at Mumbai Main Branch with UTR Number _____, dated _____ for returning the same to DFS, Gol.

(ii) We lodge a supplementary claim amount of Rs. _____ (Rupees _____) as mentioned in table point 6 of para 3, after conducting proper scrutiny.

6. We are obliged to and undertake to refund to Gol or to its Authorised Representative, the excess amount received together with interest at the rate which may be decided by Gol. The Gol shall be entitled to claim the excess amount together with interest without any limitation as to period of time within which such excess amount can be claimed by Gol or through Authorised Representative from us and we shall refund the excess amount together with interest to the Gol or to its Authorized Representative. The Government of India / or its Authorised Representative is authorised to initiate proceeding for recovery of excess amount together with interest, costs and charges including legal fees that may be incurred for legal / judicial process, if not paid by us within 30 days from the date of receipt of such notice for

recovery in terms of this supplementary Undertaking cum Indemnity and / or otherwise under the applicable law.

Signed for and on behalf of
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Shri/Smt.....

(To be signed with Seal in official letter head, by an officer of the Lending Institution who is not below the rank of ED/ one level below its Board)