

Annexure-II/A

**FORMAT TO BE FILLED UP FOR EMPANELMENT AS RESOLUTION AGENT
(RA)/REAL ESTATE AGENT (REA)**

Details of Firm/ Entity/Applicant:

1	Name of the Applicant:							
2	Constitution							
3	Date of Establishment							
4	PAN Card Number: GST Number: RERA Number: (Copy of last 3 year returns to be enclosed)							
5	Details of Infrastructure available e.g., Own/Rented office, Computers, Vehicles, etc.							
6	No. of Employees: Out of which, deployed in recovery activities:	(enclose the list of employees)						
7	Address and contact details of each Partner / Promoter / Director (Copy of KYC Documents to be attached) *(Attach Annexure)	Name	Email	Mobile	Address	Designation		
8	Detailed Profile of Partners / Promoters / Directors (separate sheets may be attached)							
9	List of all Employees including Partner, Promoter, Director, Proprietor and Applicant *(Attach Annexure)	Certificate to be enclosed						
		Name	Qualification	DRA Certificate (for RAs)	Police Verification	Referral checks from two non-related persons	Code of Conduct	Remarks
10	Name of key personnel/ employees and their qualification:							

	(a) Of them Chartered Accountants: (b) Of them Advocates: (c) Of them Worked in Judicial Departments (d) Of them worked in Police Departments (e) Of them Worked in Banks (f) Of them subject specialists with 5 or more years of experience.	
11	a) Present Income b) Income from recovery activity (if any)	
12	Premises. Whether owned or rented. Please furnish particulars viz. location, market value etc. If rented, please furnish copy of rent agreement.	
13	Specialization/Experience (Firm /Company / Partner / Promoter / Director / Proprietor / Applicant), if any, in some industry or sector: (Documentary evidence, if any)	
14	Existing relationship with SBI, if any (Firm /Company / Partner / Promoter / Director / Proprietor / Applicant) Such as already on any panel of SBI, if yes, date or year from which empanelled by SBI e.g. Chartered Accountant/ Company Secretary/ Registered Valuer/stock auditor etc.	
15	Name of other Banks/FIs where RA (Firm /Company / Partner / Promoter / Director / Proprietor / Applicant) is already empanelled. Please attach copies of empanelment letter.	

16	Result where RA (Firm /Company / Partner / Promoter / Director / Proprietor / Applicant) appointed (if any):	1. No of Accounts: 2. Out of 1 No of Accounts settled: 3. Recovery made to Bank:
17	Experience of assistance for sale of Stressed Assets /any other relevant experience (attach annexure)	
18	Area of Operation (Supportive Documents)	
19	Major Achievements & Success story of RA (Firm /Company / Partner / Promoter / Director / Proprietor / Applicant) Separate sheets may be attached.	
20	Any other relevant information	

Declaration:

1. I / We hereby confirm and declare that the information given hereinabove is true and correct to the best of my knowledge and belief. I hereby express my interest to act as RA, if appointed by the Bank.
2. In case there is any change in the status of the position indicated above, the same shall be communicated to SBI forthwith.
3. We agree to provide services as per scope of services, give undertaking as per annexure. We also accept all terms & conditions as mentioned in the annexure.

Photo of all Partners / Directors / promoters

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Signature of Authorized signatories/all Partners / Directors / Promoters

Place:

Date:

* Strike out, whichever is not applicable.

1. Scope of Services:

While acting as an RA/REA on behalf of the Bank the scope of services would be as follows:

- a) RA/REA will co-ordinate with the Bank and take such steps for early recovery and resolution of the NPA account.
- b) RA will contact the borrowers in the allotted account and take steps for recovery of monies due and payable to the Bank.
- c) RA will bring the borrowers to the negotiating table and facilitate one-time settlement with the Bank.
- d) RA will share with the Bank the details as to assets, present activity and ways and means of recovering money from the borrower.
- e) RA will suggest and advise the Bank on resolution and reconstruction of the NPA.
- f) Assist the Authorised Officer in taking possession of movable and immovable properties, in full compliance with procedure laid down under the provisions of SARFAESI Act, 2002.
- g) Follow up with Borrower(s)/Guarantor(s) for recovery of Bank's dues.
- h) Assist the Authorised Officer in preparing the panchnama, inventory of the property, etc. as per procedure and forms prescribed; Arrange on behalf of the Authorised Officer, for storage, maintenance, preservation and locking up arrangement, as appropriate, of the movable/fixed/immovable assets so taken over.
- i) Arrange on behalf of the Authorised Officer, for security, insurance, and / or any other action required to ensure safety of all the assets taken over.
- j) Assist the Authorised Officer in sending notices to debtors of the borrower – follow up and collection.
- k) Assist the Authorised Officer in arranging for the valuation as per procedure laid down.
- l) Assist the Authorised Officer in arranging for sale of the assets as per any of the modes prescribed.
- m) Assist the Authorised Officer in receipt of sale proceeds, issue of sale certificate and all other necessary formalities prescribed under the SARFAESI Act, 2002.
- n) Assist the Bank for outright sale of the assets and / or business of the borrower.
- o) Follow-up of legal cases with the office of the Bank's Advocate, in consultation with the Bank's officials.
- p) Follow-up of Revenue Recovery Cases with Revenue Officials in consultation with the Bank's officials (subject to related State Govt. guidelines, if any).
- q) Collecting details of personal properties of borrower/promoter/guarantors.
- r) Assist the Authorised Officer for any other legally permissible action that may facilitate recovery.

2. RA obligations:

- A. RA/REA shall be responsible for proper service and maintaining industry standards.
- B. RA/REA shall be responsible for complying with requirements under various statutory, regulatory, rules, local laws, etc.
- C. RA/REA agrees that Bank shall have access to all books, records, and information relevant to the captioned account maintained by RA and RA authorises the Bank for the same.

- D. RA/REA shall ensure Bank's data confidentiality and shall be liable for breach if any on its part in maintaining confidentiality, leakage of confidential information or breach of security. In the event of request by statutory authorities or a court of law for information, RA shall notify Bank immediately and shall part with information only on a written permission by Bank or if Bank advises, RA shall take all measures for resisting parting with information to such authorities.
- E. RA/REA shall be responsible for keeping party's information, document, records, and assets in isolation and to protect confidentiality of the information.
- F. None of RA/REA obligations in part or in whole shall be given to sub-contractors.
- G. RA/REA agree that Bank shall have right to conduct audits by itself or through its outside auditors/agents and obtain review reports on finding in conjunction with the services performed by them.
- H. RA/REA agree that Reserve Bank of India being a regulatory authority shall be entitled to cause an inspection of their books and account and to allow RBI or persons authorized by RBI to access the Bank's documents, records of transactions and other information held at their end.
- I. RA/REA shall strictly adhere to Fair Practice Code for lenders, BCSBI Code and Bank's Code for Collection of Dues and Repossession of Security.
- J. RA/REA should carry this authorization letter along with identity card while visiting Bank.
- K. RA shall employ only such personnel who have completed 100 hours training and obtained IIBF certificate as stipulated for Resolution/Recovery Agents by RBI guidelines.
- L. RA/REA shall not adopt uncivilized, unlawful, and questionable behaviour or recovery process.
- M. RA/REA shall refrain from action that could damage the integrity and reputation of the Bank.
- N. RA/REA shall not involve in any intimidation or harassment of any kind either verbal or physical against any person in their efforts for collection of dues of the account.
- O. The personnel engaged by RA/REA for performance of services mentioned herein will not have any relation of whatsoever nature or any claim of whatsoever nature with/against the Bank. RA and their employee will not be treated as if in employment of the Bank directly or indirectly and they cannot claim that they are employees of the Bank.
- P. The Bank will have the right not to avail of the services and withdraw the account from RA/REA at any time in its discretion. In that event all records, data, information etc related to the account will be returned to Bank without any demur and RA's commitment to keep confidentiality of the data, information etc of the account will continue.

Terms & Conditions:

- i. Submission of an application is evidence of an applicant's consent to comply with the terms and conditions of Request for empanelment of RAs. If an applicant fails to comply with any of the terms, its application may be summarily rejected.
- ii. Concealment or misrepresentation of any fact in the application will lead to the disqualification of the applicant without prejudice to other actions that SBI may take. If such concealment or misrepresentation comes into light after empanelment, the Bank is entitled to initiate any action deemed fit besides depanelment. The application and the accompanying documents will become property of SBI.

iii. SBI reserves the right to accept or reject any or all Applications received without assigning any reason therefor whatsoever and the SBI's decision in this regard will be final. No contractual obligation whatsoever shall arise from the empanelment of RA/REA.

iv. Any effort on the part of applicant to influence evaluation process may result in rejection of the application.

v. SBI is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays or holidays in between.

vi. SBI reserves the right to verify the validity of information provided in the applications and to reject any applications where the contents appear to be incorrect, inaccurate, or inappropriate at any time during the process of empanelment of RAs process.

vii. Applicants shall be deemed to have:

- a. examined the Request for application document and its subsequent changes if any for responding to it.
- b. examined all circumstances and contingencies, influencing their application and which is obtainable by making of reasonable enquiries.
- c. satisfy themselves as to the correctness and sufficiency of their applications and if any discrepancy, error, or omission is noticed in the applications, the applicant shall notify the Bank in writing on or before the end date/time.

viii. The applicants shall bear all costs associated with submission of application desired by SBI. SBI will not be responsible or liable for any costs thereof, regardless of the conduct or outcome of the process.

ix. Applicants must advise the SBI immediately in writing of any material change to the information contained in the application, including any substantial change in their ownership or their financial or technical capability. Copies of relevant documents must be submitted with their advices.

x. Shortlisted applicants must not advertise or publish the same in any form without prior written consent of SBI.

xi. SBI shall have the right to cancel the empanelment of RA/REA process itself at any time, without incurring any liabilities to the affected applicants.

xii. Shortlisting or Empanelment by SBI does not create any right in favour of shortlisted or empanelled RAs/REAs. Empanelment as RA/REA will not mean assignment of mandate in respect of any borrower's account / borrower.

Signature of Authorized signatories/ all Partners / Directors / Promoters

Place:

Date:

* Strike out, whichever is not applicable.