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Reserve Bank of India (Rural Co-operative Banks – Miscellaneous) Directions, 2025

Table of Contents

Chap	ter I – Preliminary	3
A.	Short Title and Commencement	3
В.	Applicability	3
C.	Definitions	3
Chap	ter II – Role of the Board	4
A.	Board Approved Policies	4
В.	Reviews by the Board	4
Chap	ter III – Depositor Education and Awareness Fund	5
A.	Definitions	5
В.	Credits to the Fund	5
C.	Refunds and Interest	6
D.	Registration Guidelines	8
E.	Procedural Guidelines for Transfer and Claim	9
F.	Returns	12
G.	Disclosure in Notes to Accounts	14
Н.	Audit	14
I.	Preservation of Records	14
J.	Furnishing of Information	15
K.	Contact Details	15
L.	Interpretation of the Provisions of the Scheme	15
Chan	tor IV – Sorvices and Market Operations	15

A.	Camps and Campaigns for Periodic Updation of KYC	. 15
Chap	oter V – Regulatory Compliance and Legal Matters	. 17
A.	Change in Name	. 17
В.	Court Directives	. 18
Chap	oter VI – Financial Conduct and Prohibited Activities	. 19
A.	Restriction on Holding Shares in Other Co-operative Societies	. 19
В.	Payment of Bonus	. 19
C.	Prohibition on Acceptance of Deposits at the Instance of Private Financiers /	
Un	incorporated Bodies	. 19
D.	Prohibition on Association with Prize Chit Schemes and Sale of Lottery Tickets	. 20
Chap	oter VII– Operational and Administrative Matters	. 21
A.	Mandatory Leave	. 21
В.	Business Continuity Planning (BCP)	. 21
Chap	oter VIII – Repeal Provisions	. 24
A.	Repeal and Saving	. 24
В.	Application of Other Laws not Barred	. 24
C.	Interpretations	. 25
Anne	ex	. 26
Anne	ex II	. 27
Anne	ex III	. 29
Anne	ex IV	. 30
Anne	ex V	. 31
Anne	ex VI	. 33
Anne	ex VII	. 35
Anne	ex VIII	. 38
Anne	ex IX	. 40
Anne	ex X	. 41

In exercise of powers conferred by Section 26A and Section 35A read with Section 56 of the Banking Regulation Act, 1949, as amended vide Banking Regulation (Amendment) Act 2020 (39 of 2020) and all other provisions / laws enabling the Reserve Bank of India ('RBI') in this regard, RBI being satisfied that it is necessary and expedient in the public interest so to do, hereby issues these Directions hereinafter specified.

Chapter I – Preliminary

A. Short Title and Commencement

- These Directions shall be called the Reserve Bank of India (Rural Co-operative Banks

 Miscellaneous) Directions, 2025.
- 2. These Directions shall come into force with immediate effect.

B. Applicability

3. These Directions shall apply to Rural Co-operative Banks (hereinafter collectively referred to as 'banks' and individually as a 'bank') operating in India.

In this context, rural co-operative banks shall mean State Co-operative Banks and Central Co-operative Banks, unless specified otherwise, as defined in the National Bank for Agriculture and Rural Development Act, 1981.

C. Definitions

- 4. In these Directions, unless the context otherwise requires, 'Act' means the Banking Regulation Act, 1949 (10 of 1949).
- 5. All other expressions, unless defined in the individual chapters below, shall have the same meaning as have been assigned to them under the Reserve Bank of India Act, 1934, or the Banking Regulation Act, 1949, or any statutory modification or reenactment thereto, or Glossary of Terms published by the RBI, or as used in commercial parlance, as the case may be.

Chapter II – Role of the Board

A. Board Approved Policies

- 6. A bank shall have separate Board-approved policies relating to the following areas:
 - (1) 'Mandatory Leave' as specified in paragraph 45 of these Directions.
 - (2) Business Continuity Plan (BCP) as specified in paragraph 48(1) of these Directions.

B. Reviews by the Board

7. The Board of a bank shall review and update policies in respect of 'mandatory leave' and BCP periodically as set out in paragraph 45 and 48(1) respectively of these Directions. It shall also review the report prepared by its top management regarding the adequacy of the bank's BCP in terms of instructions contained in paragraph 48(2) of these Directions.

Chapter III – Depositor Education and Awareness Fund

A. Definitions

- 8. In this chapter, unless the context otherwise requires, the terms herein shall bear the meanings assigned to them below:
 - (1) 'Committee' means the Committee constituted under the Fund;
 - (2) 'Fund' means the Depositor Education and Awareness Fund established by RBI under the <u>Scheme notified vide Gazette Notification dated May 24, 2014</u>, hereinafter referred to as the Scheme;
 - (3) 'Liquidator' means liquidator of a bank appointed under any law for the time being in force;
 - (4) 'Principal amount' means the amount, including interest, transferred by a bank to the Fund in terms of Section 26A of the Act; and
 - (5) 'Amount due' means any credit balances in any account or any deposit in a bank remaining unclaimed or inoperative for ten years or more.

B. Credits to the Fund

- 9. A bank shall credit to the Fund the credit balance in any of the deposit account maintained with the bank which have not been operated upon for ten years or more, or any amount remaining unclaimed for ten years or more, as applicable to the banking entity.
 - *Explanation*: A bank shall deposit the amounts to be credited to the Fund in the specified account maintained with RBI. The procedure for transfer is specified in paragraph 18 of these Directions.
- 10. A bank shall transfer to the Fund the entire amount as specified in the above paragraph, including the accrued interest that the bank would have been required to pay to the customer / depositor as on the date of transfer to the Fund.
- 11. Any expenditure incurred for the promotion of depositors' education, awareness, interests and other purposes that may be specified by RBI under Section 26A (4) of the Act, shall be charged to the Fund.

C. Refunds and Interest

12. In case of demand from a customer / depositor (or legal heirs in case of deceased depositors) whose unclaimed amount / deposit had been transferred to the Fund, a bank shall repay the customer / depositor, along with interest if applicable, and lodge a claim for refund from the Fund for an equivalent amount paid to the customer / depositor.

Explanation: While there is no specific time limit prescribed in the Scheme for claiming a refund from the Fund by a customer / depositor, customers, depositors or legal heirs [in case of deceased depositor(s)] are encouraged to claim such amounts as soon as they become aware of unclaimed amounts.

- 13. The interest payable, if any, from the Fund on a claim shall accrue only from the date on which the balance in an account was transferred to the Fund to the date of payment to the customer / depositor. No interest shall be payable in respect of amounts refunded from the Fund, in respect of which no interest was payable by the bank to its customer / depositor.
- 14. A bank shall calculate the interest payable (by a bank to its depositors / claimants) on principal amount of unclaimed interest bearing deposits transferred to the Fund at the rate of 4 percent per annum up to June 30, 2018, 3.5 percent w.e.f. July 1, 2018 up to May 10, 2021 and at 3 percent with effect from May 11, 2021 till the time of payment to the depositor / claimant. Changes to the rate of interest, if any, payable on the principal amount transferred to the Fund shall be specified by RBI from time to time.

Explanation: The amount of interest payable in this behalf shall be calculated in the manner specified in paragraph 13 of these Directions and by rounding off the amount of interest to the nearest rupee.

15. In the case of a bank under liquidation, during the pendency of the liquidation proceedings, if any claim is received from depositors whose deposits were covered by DICGC insurance at the time of transfer to the Fund, the Fund shall pay to the liquidator, an amount equal to the amount that could have been claimed from DICGC with respect to such deposits, and with respect to all other amounts paid by the liquidator towards the amounts transferred to the Fund, whether insured by DICGC or not, the Fund shall reimburse the liquidator.

Explanation: In the case of a bank under liquidation, the depositor has to approach the Liquidator of the bank for claim and the Liquidator shall settle the claim as per the following procedure:

- (1) Scenario 1: Claim on Deposits Covered by DICGC If the deposits of a customer / depositor were covered by DICGC insurance at the time of transfer to the DEA Fund, then the Liquidator can claim an amount equivalent to what could have been claimed from DICGC, and then make payment to the depositor. If the above deposit amount is more than the insurance cover of DICGC, then the Liquidator shall claim the amount in excess of DICGC insurance cover only on reimbursement basis i.e., the Liquidator shall pay such amount to the depositor subject to meeting all the applicable requirements and thereafter submit a claim to DEA Fund for reimbursement.
 - (i) Illustration 1 (DICGC Insurance Cover is up to ₹5 lakh): A customer / depositor had a deposit claim of ₹4 lakh in a bank (including accrued interest), which is now under liquidation. The deposit was insured by DICGC at the time when the said unclaimed deposit was transferred to the Fund. Now, if the customer / depositor claims the same during the liquidation process, the following steps shall be followed:
 - (a) The customer / depositor / legal heir submits a claim for their deposit to the liquidator.
 - (b) Liquidator raises an equivalent claim of ₹4 lakh from the Fund along with necessary supporting documents
 - (c) The Fund will pay an amount equal to the insured deposit to the Liquidator. (In this case, i.e., ₹4 lakh since DICGC insurance cover is available up to ₹5 lakh)
 - (d) The Liquidator, after receiving the amount from the Fund, will pay to the customer / depositor i.e., ₹4 lakh.
 - (ii) Illustration 2 (DICGC Insurance Cover is up to ₹5 lakh): A customer / depositor had a deposit claim of ₹6 lakh in a bank (including accrued interest), which is now under liquidation. The deposit was insured by DICGC at the time when the unclaimed deposit of the customer / depositor

was transferred to the Fund. Now, if the customer / depositor claims the same during the liquidation process, the following steps shall be followed:

- (a) The customer / depositor / legal heir submits a claim for their deposit to the liquidator.
- (b) Liquidator raises an equivalent claim of ₹6 lakh from the Fund along with necessary supporting documents.
- (c) The Fund shall pay an amount equal to the insured deposit to the Liquidator. (In this case, i.e., ₹5 lakh, since DICGC insurance cover is available up to ₹5 lakh)
- (d) For the remaining amount (i.e., ₹1 lakh) the Liquidator shall make the payment to depositor subject to meeting all the applicable requirements and then claim for the same from the Fund by way of reimbursement.
- (2) Scenario 2: Claim on Deposits not Covered by DICGC In respect of deposits not covered by DICGC at the time of transfer to Fund, the payment to the Liquidator by the Fund shall be made only on reimbursement basis (i.e., the Liquidator can only seek as a reimbursement after settling the amount to the customer / depositor) as mentioned in Illustration 2 above.

D. Registration Guidelines

- 16. Registration in e-Kuber System: A bank, if not already registered under the DEA Fund Module of the e-Kuber system, shall expeditiously register itself as a pre-requisite to remit the unclaimed amounts due and submit refund claims, as defined in the Scheme, in electronic form through e-Kuber system. A member bank, i.e., a bank with direct access to the e-Kuber system, shall share two e-mail ids with dea.fund@rbi.org.in to complete the registration process while a non-member bank shall provide two e-mail ids to its sponsor bank to complete the registration process. On completion of registration process, further communication from RBI shall be sent only to the two e-mail ids registered in the e-Kuber system.
- 17. **Authorised Signatories:** A bank shall designate up to a maximum of 10 officers as authorised signatories to operate the bank's DEA Fund account jointly, who shall be

responsible for authorising the applicable returns under the DEA Fund Scheme. It shall submit to RBI a certified true copy of the Resolution / Decision / Authorisation (in Hindi or English) of the Board / MD&CEO / ED / Committee of Executives empowered for the purpose along with the list of authorised signatories. Any update in the authorised officials shall be furnished in the prescribed format (Annex I), with details of both Resolution / Decision / Authorisation and specimen signatures of all the authorised signatories.

Explanation: A bank, while communicating the changes made, shall ensure to submit details of all such authorised signatories and their specimen signatures to RBI, instead of furnishing only the additions or deletions made.

E. Procedural Guidelines for Transfer and Claim

- 18. Procedure for Transferring Unclaimed Amount to the Fund: A bank shall transfer to the Fund, the amounts becoming due in each calendar month (i.e., proceeds of the inoperative accounts and balances remaining unclaimed for 10 years or more) as specified in paragraph 10 of these Directions, i.e. including the interest accrued on interest bearing accounts till the date of transfer, during the last five working days of the subsequent month. Before transferring the amount due to the Fund, the bank shall ensure that all legal obligations relating to the same, till that date, including those pertaining to taxes deductible and payable, are met or adequate arrangements are made for the same.
 - (1) Member Bank's Own Account A member bank shall transfer to the Fund, the entire amount due through e-Kuber system under the module "DEA Fund Services". When a member bank is crediting amount due to the Fund, it shall furnish its DEA Fund Code in the "Bank DEA Fund Code" field and the detailed breakup (number of accounts and amount) of the deposits, viz., interest bearing deposits, non-interest bearing deposits and other credits, which also includes non-interest bearing amount (i.e., any amount other than deposits remaining unclaimed as mentioned in paragraph 9 of these Directions), in the fields provided for the same in the e-Kuber system.
 - (2) Other Bank's (Non-member) Account In case a sponsor bank is remitting the amounts due of non-member banks, it shall not consolidate but separately

remit the amount bank-wise to the Fund, by indicating appropriate Bank DEA Fund Code of the other (non-member) bank in the field provided in the e-Kuber. It shall also provide the detailed break-up (number of accounts and amount) of the deposits, viz., interest-bearing deposits, non-interest bearing deposits and other credits in the respective fields, i.e., the fields designated for the same, in the e-Kuber system.

19. Window for transferring unclaimed amount and submission of claim

- (1) **Deposit Window:** A bank shall ensure correctness of the amount and transfer unclaimed amounts / deposits to the Fund through e-Kuber during the last five working days of every month. A bank (including a non-member bank) shall effect only one transfer of unclaimed amounts per month. A non-member bank shall transfer the unclaimed amounts / deposits to its sponsor bank (through normal banking channel), sufficiently in advance of the due date, to enable the sponsor bank to transfer the same to the Fund through e-Kuber system. On receipt of the amount transferred to the Fund, an auto generated acknowledgement receipt will be directly sent from e-Kuber system to the registered e-mail ids of the bank.
- (2) Claim Window: A bank shall ensure correctness of the amount and submit claim from the Fund in e-Kuber system during the first 10 working days of every month. A bank shall submit only one consolidated claim per month. A nonmember bank shall submit the claim to its sponsor bank sufficiently in advance of the due date, to enable the sponsor bank to submit the same to RBI through e-Kuber system.

20. Procedure for Submitting Claim

(1) In case of demand from a customer / depositor, whose unclaimed amount / deposit had been transferred to the Fund, a bank shall repay the customer / depositor, along with interest, if applicable, and thereafter, lodge a claim for refund from the Fund for an equivalent amount paid to the customer / depositor. In case of any claim made by the customer / depositor for refund of only part amount, the bank shall repay the customer accordingly by making the account

operative and keep the remaining amount (including the interest, if any) in the account, and thereafter lodge a claim for the entire amount from the Fund.

Explanation: A bank may refer Reserve Bank of India (Rural Co-operative Banks
Responsible Business Conduct) Directions, 2025 for operational guidelines on activation of inoperative accounts.

- (2) On submission of a claim, an auto generated **Form II** (<u>Annex III</u>) from the e-Kuber system will be sent to the registered e-mail ids of the banks / non-member banks. A bank shall submit a printout of the auto generated **Form II** signed by the authorised officials and certified by the bank's auditors (internal / concurrent) to RBI, by e-mail and/or by post, within three working days of its submission on the e-Kuber system. The bank / non-member bank shall also submit a copy of the latest half-year **Form III** (Reconciliation Certificate <u>Annex VII</u>) and Annual Certificate (<u>Annex VIII</u>), while submitting the first claim during the half-year / year, as the case may be, along with the claim form **Form II**, else it will result in non-consideration of claim of the bank.
- (3) The claim will be examined by RBI. In case of a member bank, if the claim is in order, the claimed amount will be credited to the account of the member bank maintained with RBI by the end of the same month. In case of claims from the Fund by a non-member bank, RBI will credit the account of the sponsor bank and the sponsor bank shall credit the same to the non-member bank. The claim settlement / rejection advice will be sent on the registered e-mail ids.
- (4) The claims will be processed by RBI based on the information provided by a bank in **Form II**. Therefore, the onus of making correct refund claims from the Fund shall lie solely with the bank.
- (5) While a bank is not required to provide the customer-wise details in case of refund claims in **Form II**, it shall maintain the customer-wise details of claims at its end, duly certified by its auditors (internal/concurrent), which RBI may seek at a later stage / during the supervisory review process.
- (6) Proper due diligence as required under Reserve Bank of India (Rural Cooperative Banks Know Your Customer) Directions, 2025, as amended from time to time, shall also be carried out before making payments to customers. A

bank shall verify the genuineness of the claims while making the process smoother and hassle free for the customers.

- 21. A bank shall have an appropriate internal operational procedure for the Fund which should specifically address error prevention mechanisms and rectification processes. Accordingly, the bank shall implement a Maker-Checker process to verify all deposit and claim entries for processing the entries.
- 22. A bank shall immediately report to RBI any errors, including:
 - (1) specific reasons for the error,
 - (2) details of checks and controls implemented to prevent recurrence, and
 - (3) assurance that such errors will not recur.

F. Returns

- 23. A bank shall submit in original (unless specified otherwise), the following returns duly certified by the specified auditors to Depositor Education and Awareness (DEA) Fund, Department of Regulation, Central Office, 12th Floor, Nariman Bhavan, Vinay K Shah Marg, Nariman Point, Mumbai 400021, as also scanned copy in pdf form by email to dea.fund@rbi.org.in:
 - (1) Form I Monthly Statement: At the end of every month, irrespective of transfer of deposits, the e-Kuber system will auto generate a Form I (Annex II) for a bank (including a non-member bank) and send it to their registered e-mail ids. A bank (or sponsor bank on behalf of its non-member bank), after verifying the correctness of Form I, shall submit the same online to RBI through e-Kuber system. The auto generated Form I is confirmed only if a bank (sponsor bank in case of non-member bank) agrees with the balances shown in Form I by ticking the two check-boxes on the screen of e-Kuber system a) "I Agree" and b) "Form has been duly audited by the bank's auditors (internal/concurrent)".
 - (2) Rectification Form: If a bank (sponsor bank in case of non-member bank) does not agree with the balances given in the Form I with regard to the details of transfers made / claims received including non-receipt of confirmation messages, then it shall bring the same to the notice of RBI by submitting the relevant rectification form duly signed by the two authorised officials and

certified by the bank's auditors (internal / concurrent), by post and/or email, within two weeks from identification of such discrepancy. A bank shall submit its rectification requests in the prescribed forms, as under:

- (i) Form A (<u>Annex IV</u>): Deposit Related Rectification Total deposit amount is correct but changes in accounts or amounts under Interest Bearing (IB)/Non-Interest Bearing (NIB)/Other Credits (OTH)
- (ii) Form B (Annex V): Deposit Related Rectification Total deposit amount is incorrect
- (iii) Form C (<u>Annex VI</u>): Claim Related RectificationA bank is responsible for ensuring the accuracy of these requests.
- Form III Reconciliation Certificate: A bank shall, for independent and (3)periodical verification of the balances, at the end of March and September every year, prepare and keep on record a Reconciliation Certificate (RC) - Form III (Annex VII) signed by two senior officers, other than those involved in transfer and refund claims for unclaimed deposits, and countersigned by the bank's auditors (internal / concurrent), certifying that the balances of the bank as shown in its general ledger tally with the amount reflected in the Fund account of RBI. This certificate shall be prepared and completed with auditor(s) certification within a period of one month from the end of every half-year, i.e., April 30 and October 31 respectively. A bank shall note that submission of a copy of the latest half-year RC (Form III) to RBI is required, only whenever a first claim of the halfyear is made by the banks and shall be submitted in Form III, which shall contain Unique Document Identification Number (UDIN) or Internal Document Identification Number of the bank's auditors (internal / concurrent). To avoid any kind of avoidable discrepancies in reconciliation of the balances in the Fund, a bank shall take on record / account the transactions in its books on actual basis, i.e., only after settlement of claim / transfer of amount from / to the DEA Fund maintained by RBI.
- (4) Annual Certificate by Statutory Auditor: An Annual Certificate (AC) indicating item-wise details of outstanding amount due at the year-end shall be obtained by a bank, from its Statutory Auditors in the prescribed format (<u>Annex VIII</u>). The

same shall be submitted to RBI within one month from the date of completion of bank's Statutory Audit but not later than September 30 of the subsequent financial year for which the AC pertains to. A bank shall furnish the AC, even if it is a 'NIL' return, to the RBI within the above stipulated period. The revised format of AC requires mandatory inclusion of UDIN of the Statutory Auditor.

G. Disclosure in Notes to Accounts

24. A bank shall disclose all unclaimed liabilities where amount due has been transferred to Fund as also the amounts transferred to Fund in its financial statements and / or under the Notes to Accounts as specified in Reserve Bank of India (Rural Cooperative Banks – Financial Statements: Presentation and Disclosures) Directions, 2025.

H. Audit

- 25. A bank shall ensure all entries related to Fund are audited pre and post submission, signed by both authorised signatories and the bank's auditors (internal / concurrent).
- 26. On the date of transferring the amount to the Fund, a bank should maintain customerwise details verified by the concurrent auditors, including payment of up-to-date interest accrued, that has been credited to the deposit account till the date of transfer to the Fund, with respect to interest bearing deposits. With respect to non-interest bearing deposits and other credits transferred to the Fund, customer-wise details, duly audited, shall be maintained with the bank. The concurrent auditors shall also verify and certify that, as per the banks' books, the returns have been correctly compiled by the bank in the monthly and yearly returns submitted to RBI. The above returns shall also be verified by the statutory auditors at the time of annual audit.

I. Preservation of Records

27. Notwithstanding anything contained in the Banking Companies (Period of Preservation of Records) Rules, 1985, a bank shall preserve records or documents containing details of all accounts and transactions, including deposit accounts in respect of which amounts are required to be credited to the Fund permanently; and where refund has been claimed from the Fund, a bank shall preserve records or documents in respect of such accounts and transactions, for a period of at least five years from the date of refund from the Fund.

J. Furnishing of Information

- 28. If called upon by RBI or the Committee as defined at paragraph 8(1) of these Directions, to do so, a bank shall:
 - (1) pay the amount due to the Fund;
 - (2) furnish any information sought relating to unclaimed amounts and the inoperative accounts, from time to time; and
 - (3) submit relevant information in respect of an account or deposit or transaction for which a claim for refund has been filed.

K. Contact Details

29. The bank shall duly furnish the updated contact details (in case of any change) by e-mail to dea.fund@rbi.org.in in the prescribed format (<u>Annex IX</u>) for any correspondence with RBI relating to DEA Fund Scheme.

L. Interpretation of the Provisions of the Scheme

30. A bank may refer to the <u>Scheme notified in the Official Gazette on May 24, 2014</u> for other details. If any issue arises in the interpretation of the provisions of the Scheme, the matter shall be referred to RBI, and the decision of RBI thereon shall be final.

Chapter IV – Services and Market Operations

A. Camps and Campaigns for Periodic Updation of KYC

31. The banks are advised to organize camps and launch intensive campaigns, including special camps, focusing on periodic updation of KYC, especially in rural

and semi-urban branches and branches having large pendency in periodic updation of KYC. The banks may also facilitate the process of activation of such accounts by taking an empathetic view as indicated in Circular DoS.CO.PPG.SEC.12 / 11.01.005 / 2024-25 dated December 2, 2024.

Chapter V - Regulatory Compliance and Legal Matters

A. Change in Name

32. A bank desirous of change in its name shall approach the concerned Regional Office (DoR, Central Office in case of banks coming under the purview of Mumbai Office) of RBI for grant of no objection certificate (NOC), clearly stating the reason(s) for such change (as per format given in Annex X) along with the approval of the General Body of the bank.

Explanations:

- (1) A bank shall submit request for change of name and bye-laws, only when these are supported by valid and compelling reason/s for the proposed change.
- (2) RBI shall have the discretion to assess whether the reason(s) submitted by the bank are valid and compelling.
- 33. Under section 49C read with section 56 of BR Act, 1949, an NOC from RBI shall be necessary only in case there is a requirement for 'confirmation' from Central / State Government, one or more authority / authorities for alteration of bye-laws under the applicable Co-operative Act / Rules. It will be mandatory for a bank to give a declaration in writing regarding above mentioned requirement for 'confirmation' under the applicable Co-operative Act / Rules while submitting its request to RBI.
- 34. A bank shall approach the Central Registrar of Co-operative Societies (CRCS) or Registrar of Co-operative Societies (RCS), as the case may be, for amendment in its bye-laws after getting NOC from the concerned office of RBI. Once the approval is obtained from CRCS / RCS, the bank shall apply to the concerned Regional Office of RBI with the following documents:
 - (1) approval of Board of Directors;
 - (2) approval of General Body of the bank;
 - (3) amended bye-laws as approved by CRCS / RCS;
 - (4) copy of Certificate of Registration issued by CRCS / RCS with amended name; and

(5) original banking licence.

Explanation: The CRCS / RCS shall not signify its approval to the change of name of any co-operative bank unless the Reserve Bank certifies in writing that it has no objection to such change. Further, no application for the confirmation of the alteration of bye-laws of a co-operative bank shall be maintainable unless the Reserve Bank certifies that there is no objection to such alteration.

- 35. A bank shall follow the above process for change in the name of the bank even if the name change is due to Government Notification.
- 36. A bank shall not display / operate with amended name without effecting the corresponding change in its name in the banking licence issued by RBI. Further, the displayed name of the bank shall be strictly as per the name in its banking licence.

B. Court Directives

37. A bank shall not cite or quote from the RBI circular dated April 06, 2018 as it was set aside by the Hon'ble Supreme Court on March 04, 2020 in the matter of Writ Petition (Civil) No.528 of 2018 (Internet and Mobile Association of India v. Reserve Bank of India) and is, therefore, not valid from the date of the Supreme Court judgement.

Explanation: A bank shall, however, continue to carry out customer due diligence processes in line with regulations governing standards for Know Your Customer (KYC), Anti-Money Laundering (AML), Combating of Financing of Terrorism (CFT) and obligations of regulated entities under Prevention of Money Laundering Act, (PMLA), 2002 in addition to ensuring compliance with relevant provisions under Foreign Exchange Management Act (FEMA) for overseas remittances.

Chapter VI – Financial Conduct and Prohibited Activities

A. Restriction on Holding Shares in Other Co-operative Societies

- 38. Subject to the exceptions provided under Section 19 of the Act (AACS), a bank shall not, except with the permission of RBI, contribute to the share capital of a society if it is situated outside its area of operation.
- 39. A state co-operative bank shall not, except with the permission of RBI, contribute to the share capital of a society not having the entire state in which the bank is registered as its area of operation.

Provided that, investments under paragraph 38 and 39 above shall be subject to limits and conditions specified in Reserve Bank of India (Rural Co-operative Banks – Classification, Valuation and Operation of Investment Portfolio) Directions, 2025.

B. Payment of Bonus

40. A bank shall note that Ministry of Labour Employment and Rehabilitation had notified co-operative banks as banking companies for the purposes of Section 2(8) of the Payment of Bonus Act, 1965 vide notification No. WB20(36)/66 dated June 10, 1966.

C. Prohibition on Acceptance of Deposits at the Instance of Private Financiers / Unincorporated Bodies

41. A bank shall not accept deposits at the instance of private financiers / unincorporated bodies under any arrangement which provides for either the issue of deposit receipts favouring the clients of private financiers or the giving of authority by power of attorney, nomination or otherwise for such clients to receive such deposits at maturity.

Explanations:

(1) Issuance of a Cash Certificate / Fixed Deposit Receipt by a bank under instructions from a person other than the depositor themselves (or their duly constituted attorney) is not only contrary to normal banking practice but also against the spirit of RBI directives on interest rates on deposits which presuppose acceptance of deposits by a bank directly from the depositors by complying with normal requirements such as application from the depositor, furnishing of specimen signature, etc.

- (2) Section 45ZB of the Banking Regulation Act, 1949 precludes banks from recognising any claim of any person, other than the one in whose name the deposit is held to the deposit amount except pursuant to any direction of a court of competent jurisdiction.
- (3) Chapter IIIC of the Reserve Bank of India Act, 1934, introduced through the Banking Laws (Amendment) Act, 1983, imposes restrictions on unincorporated bodies in relation to acceptance of public deposits. Accordingly, association of a bank with the deposit acceptance activities of unincorporated bodies may lead to violation of statutory provisions.

D. Prohibition on Association with Prize Chit Schemes and Sale of Lottery Tickets

- 42. Pursuant to the Prize Chits and Money Circulation Schemes (Banning) Act, 1978 which bans the promotion and conduct of prize-chit schemes and also provides for deterrent penalties for those who are guilty of breach of the provisions thereof, a bank shall not associate itself in any manner, either directly or indirectly, with such prize chit schemes floated by any person, company, firm or other association of individuals.
- 43. A bank shall not associate itself directly or indirectly with lottery schemes of organisations of any description.
 - Explanation: Lottery falls within the expression "prize chit" under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978 referred to in paragraph 42 above. Further, sale of lottery tickets on bank counters could be open to abuse and avoidable complaints from members of public.
- 44. A bank shall issue necessary instructions with respect to Directions contained in paragraphs 41 to 43 to its branches for compliance.

Chapter VII– Operational and Administrative Matters

A. Mandatory Leave

- 45. A bank shall, as per the Board-approved policy referred to in paragraph 6 above, prepare a list of sensitive positions to be covered under 'mandatory leave' requirements and the list shall be reviewed periodically.
- 46. As per the mandatory leave policy, the employees posted in sensitive positions or areas of operation shall be compulsorily sent on leave for a few days (not less than 10 working days) in a single spell every year, without giving any prior intimation to these employees, thereby maintaining an element of surprise.
- 47. A bank shall ensure that employees, while on mandatory leave, do not have access to any physical or virtual resources related to their work responsibilities, except internal / corporate email which is usually available to all employees for general purposes.

B. Business Continuity Planning (BCP)

- 48. The responsibility in respect of Business Continuity Planning (BCP) shall rest with the Board and the top management of a bank, as specified hereunder:
 - (1) The Board shall provide top management clear guidance and direction in relation to BCP and fulfil its responsibilities by approving policy on BCP, prioritizing critical business functions, allocating sufficient resources, reviewing BCP test results and ensuring maintenance and periodic updation of BCP. A copy of the BCP approved by the Board may be forwarded for perusal to the Chief General Manager, NABARD, Department of Supervision (DoS), Head Office, Plot No.C-24, 'G' Block, Bandra-Kurla Complex, Post Box No.8121, Bandra (East), Mumbai 400 051.
 - (2) The top management shall be responsible for executing such a BCP, if contingency arises. They shall annually review the adequacy of the institution's business recovery, contingency plans and the test results and put up the same to the Board. They shall also evaluate the adequacy of contingency planning and their periodic testing by service providers whenever critical operations are outsourced.

Explanation: The BCP requirements enunciated in these Directions shall be considered as a minimum and the onus is on the Board and the Top Management for generating detailed components of BCP in light of individual bank's activities, systems and processes. A bank shall also be guided by the Guidance Note issued vide Circular No. NB.HO.DoS.Pol./657/J-1/2024-25 dated May 10, 2024.

- 49. A bank shall develop an effective BCP that considers and addresses:
 - (1) the potential for wide-area disasters that impact an entire region and for the resulting loss or inaccessibility of staff;
 - (2) interdependencies, both market-based and geographic, among financial system participants as well as infrastructure service providers; and
 - (3) project management procedures, change management process, etc.
- 50. The BCP methodology shall include, inter alia,
 - (1) identification of critical businesses, owned and shared resources with supporting functions (the BCP template);
 - (2) structured risk assessment based on comprehensive business impact analysis;and
 - (3) critical and tough assumptions in terms of disaster so that the framework is exhaustive enough to address the most stressful situations.
- 51. Based on a sound methodology, a bank shall initiate a development plan for the Data Recovery System (DRS) / BCP. The plan shall be continuously evaluated and revised whenever the bank forays into new business tools and areas, either as part of a reengineering process or for introducing new products and services.
- 52. The relevant portion of the BCP adopted may also be disseminated to all concerned, including the customers, so that awareness would enable them to react positively and in consonance with the BCP. The part of the plan kept in the public domain shall be confined to information relating to the general readiness of the bank in this regard without any detailed specifics.
- 53. While a bank may consider cost-effective strategies of BCP, the strategies considered shall provide an adequate level of comfort and assurance in tackling serious

- disruptions. Moreover, the mitigating solutions shall be commensurate with the nature and complexity of its business operations.
- 54. A bank may also consider insurance as a risk mitigation strategy for externalizing risks to a third party so as to reduce financial exposure in the event of disruptions. However, the bank shall exercise diligence in regard to the nature of insurance and the certainty of payments.

Chapter VIII - Repeal Provisions

A. Repeal and Saving

- With the issue of these Directions, the existing Directions, instructions, and 55. guidelines relating to areas covered in these Directions as applicable to Rural Cooperative Banks stand repealed, as communicated vide circular DOR.RRC.REC.302/33-01-010/2025-26 dated November 28, 2025. Directions, instructions, and guidelines repealed prior to the issuance of these Directions shall continue to remain repealed.
- Notwithstanding such repeal, any action taken or purported to have been taken, or initiated under the repealed Directions, instructions, or guidelines shall continue to be governed by the provisions thereof. All approvals or acknowledgments granted under these repealed lists shall be deemed as governed by these Directions. Further, the repeal of these directions, instructions, or guidelines shall not in any way prejudicially affect:
 - (1) any right, obligation or liability acquired, accrued, or incurred thereunder;
 - (2) any penalty, forfeiture, or punishment incurred in respect of any contravention committed thereunder;
 - (3) any investigation, legal proceeding, or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture, or punishment as aforesaid; and any such investigation, legal proceedings or remedy may be instituted, continued, or enforced and any such penalty, forfeiture or punishment may be imposed as if those directions, instructions, or guidelines had not been repealed.

B. Application of Other Laws not Barred

57. The provisions of these Directions shall be in addition to, and not in derogation of the provisions of any other laws, rules, regulations, or directions, for the time being in force.

C. Interpretations

58. For the purpose of giving effect to the provisions of these Directions or in order to remove any difficulties in the application or interpretation of the provisions of these Directions, the RBI may, if it considers necessary, issue necessary clarifications in respect of any matter covered herein and the interpretation of any provision of these Directions given by the RBI shall be final and binding.

(Dr. Sudarsana Sahoo) Chief General Manager

Annex I

Resolution / Decision / Authorisation for Authorised Signatories and Specimen Signature*

Name of the Bank-----

DEA Fund Code								
Resolution / Decision / Authorisation of Board / MD & CEO / ED / Committee of Executives (with date, signature and stamp)								
Authorised Officials (Surname) (First Name	e)							
1.								
2.								
Designation								
1.								
2.								
Specimen Signature of first official	Specimen Signature of first official							
1)	2)							
Charles Cignature of accord official	Chasiman Cianatura of accord official							
Specimen Signature of second official 1)	Specimen Signature of second official 2)							
1)	2)							
	<u>I</u>							
Attested by								
CGM / ED / MD & CEO								
(Signature with Bank's Seal)								

^{*} A bank is required to submit details of all authorised signatories, rather than only those who have been newly added or replaced. A bank can have a maximum of 10 authorised signatories.

Form I

Monthly Return of unclaimed deposits/credits/ accounts/ in India which have not been operated upon/remained unclaimed for 10 years or more as on the date of the return and transferred to the DEA Fund Account.

(To be submitted online to the Reserve Bank of India by 15th of the succeeding month)

Name of the Bank	Bank DEA Fund Code allotted by RBI _						
If remitted through sponsor bank, Name of the Sponsor Bank _							
Month	Year						

Date of Transfer to the Fund

(Amount in Rupees)

Sr.		Interest bearing Deposits (a)		Non-interest bearing Deposits (b)		Other Credits (Non- interest bearing)		Total (d)=(a)+(b)+(c)	
No	Particulars								
		Number of Accounts	Amount	Number of Accounts	Amount	Number of Accounts	Amount	Number of Accounts	Amount
1	Opening balance of accounts transferred to the Fund at the beginning								
2	Adjustment in accounts, if any, wrongly reported in the past and rectified during this month (net of the correct and wrong figures).								
3	Accounts transferred to the Fund during this month. (including accounts, if any, inadvertently omitted in the previous month and transferred during this								

		Interest bearing Deposits (a)		Non-interest bearing Deposits (b)		Other Cred		Total	
Sr. No	Doutiouloro					(c)		(d)=(a)+(b)+(c)	
NO	Particulars	Number of Accounts	Amount	Number of Accounts	Amount	Number of Accounts	Amount	Number of Accounts	Amount
4	Claims settled and refund received from the Fund during this month (only the principal amount to be mentioned).								
5	Net amount transferred to the Fund during the month (2 +3 - 4)								
6	Total amount with the Fund at the end of the month(month) 20 (1+5)								

Signature:	Name:

Designation of the Officer (With Stamp): Telephone Number:

Place: Date:

Certificate - Details given above are true as per the records of the bank and verified by me and found to be correct.

Signature:

Name of Bank's Auditors (Internal /Concurrent) (with Stamp):

Form II

			Мо	nthly return clai	ming refund f	rom the DEA	Fund		
I. Name of t	he Bank								
2. Bank DEA	Fund Code	e allotted b	y RBI		;	3. Current A/c	maintained w	ith RBI @	
I. Details of	claims mad	de during t	he month	_20					(Amount in Rup
In	terest Bearin	ng Deposits	;	Non-Interest Bea	aring Deposits	Other	r Credits	Grand ¹	Total
No. of Accounts	Principal Amount	Interest Amount	Total Amount	No. of Accounts	Amount	No. of Accounts	Amount	No. of Accounts	Amount
(1)	(2)	(3)	(4=2+3)	(5)	(6)	(7)	(8)	(9=1+5+7)	(10=4+6+8)
Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
whose uncla Fund in resp	dividual cus imed amou ect of such o	tomer/depo nt/inoperati depositor a	ositor wise ve deposi long with i	details should be t had been trans nterest payable, in r been made or re	ferred to the l f any, from the	Fund, the ban Fund.	•	•	•
Certified that the above claims have not earlier been made of Signature: Name of the First Authorised Signatory: Designation of Officer (With Stamp): Place: Date:					N		ond Authorised Officer (With Sta	•	
Certificate -D Signature:	etails given	above are t	rue as per	the records of the	bank and verif	ied by me and	found to be cor	rect.	

29

Name of Bank's Auditors (Internal /Concurrent) (with Stamp):

Address:

Place: Date:

Form A

Deposit related rectification where total deposit amount is correct but changes in accounts or amounts under Interest Bearing (IB)/Non-Interest Bearing (NIB)/Other Credits (OTH)

Name of Bank:

DEA FUND Code:

A. Details of actual (account and amount) transferred (as per auto-generated Form-I):

	Intere	est bearing	Non-Interest bearing		Non-Interest bearing Other credits			Total	
Date of Deposit	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts	

B. Details of Correct figures:

	Interest bearing		Non-Interest bearing		Other credits		Total	
Date of Deposit	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts

Reason for Rectification:

Signature: Signature:

Name of the first Signatory: Name of the Second Signatory:

Designation of Officer (With Stamp): Designation of Officer (With Stamp):

Place:

Date:

Certificate -Details given above are true as per the records of the bank and verified by me and found to be correct.

Signature:

Name of Bank's Auditors (Internal/Concurrent) (With Stamp):

Form B Deposit related rectification where total deposit amount is incorrect

Name of Bank
DEA FUND
Code:

A. Details of actual deposit (account and amount) transferred (as per auto-generated Form-I):

	Interest bearing		Non-Interest bearing		Oth	ner credits	Total	
Date of Deposit	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts

B. Details of excess deposit (account and amount) claimed back by bank (Form-II):

	Inte	erest bearing		Non-Interes	t bearing	Other o	redits	T	otal
Date of Claim Paid	No. of Accounts	Principal Amount	Interest Paid	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts

Reason for Rectification:

Signature: Signature:

Name of the first Signatory: Name of the Second Signatory:

Designation of Officer (With Stamp): Designation of Officer (With Stamp):

Place:

Date:

Certificate – Details given above are true as per the records of the bank and verified by me and found to be correct.

Signature:

Name of Bank's Auditors (Internal/Concurrent) (With Stamp):



Annex VI

Form C Claim related rectification

Name	of	Ban	k:
------	----	-----	----

DEA FUND Code:

A. Details of actual, correct and excess claim:

			Interest bearing		Non-Interest bearing		Other credits		Total	
	Date of claim paid	No. of Accounts	Principal Amount	Interest Paid	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts
Actual Claim										
Correct Claim										
Excess Claim										

B. Details of Excess Claim sent with regular deposit in current month:

		Interest bearing		Non-Interest bearing		Other credits		Total	
	Date of deposit	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts	No. of Accounts	Amounts
Regular deposit for current month									
Excess Claim returned back **									

Total Deposit					

Reason for Rectification:

Signature: Signature:

Name of the first Signatory: Name of the Second Signatory:

Designation of Officer (With Stamp): Designation of Officer (With Stamp):

Place:

Date:

Certificate – Details given above are true as per the records of the bank and verified by me and found to be correct.

Signature:

Name of Bank's Auditors (Internal/Concurrent) (With Stamp):

^{**}Note: The interest paid in excess claim (in A) should be clubbed with Excess claim returned back in Interest Bearing amount (in B)

Form III - Reconciliation Certificate

[On the letter head of bank's auditors]

To

Address of the bank audited

We, (Bank's Auditors [Internal/Concurrent] details) hereinafter referred to as "Bank's Auditors" have been requested by (bank's Name), having its Registered Office at the above-mentioned address, to issue the Reconciliation Certificate (RC) containing the details of returns filed with the Reserve Bank of India ("the Statement") for the half-year ended for the purpose of submission to Reserve Bank of India (RBI) in accordance with the Depositor Education and Awareness Fund Scheme, 2014 and the Reserve Bank of India (Regional Rural Banks – Miscellaneous) Directions, 2025.

2. Auditor's Responsibility

Pursuant to the requirements of the Depositor Education and Awareness Fund Scheme, 2014, it is our responsibility to provide a reasonable assurance whether the returns filed by the bank with the RBI have been correctly compiled by the bank in accordance with the Depositor Education and Awareness Fund Scheme, 2014.

3. The following documents have been furnished by the bank:

- (a) Copy of monthly returns in Form I and Form II filed with RBI
- (b) Details of settlement made by the branches of the bank to customers
- (c) Other books and records of the bank

4. We have performed the following procedures:

- (a) Verified Form I and Form II
- (b) Verified details received from the branches regarding settlement made to customers on sample basis
- (c) Checked the details regarding reconciliation of balances for the Half Year ended March / September...... , as under:
 - (Please certify either c.i or c.ii and strike out whichever is not applicable)

i. If the balances tally

We certify that balances of unclaimed deposits transferred by the bank to the DEA Fund under various heads as shown in the General Ledger of the bank, tally with the balances maintained with the DEA Fund Cell as reflected in Form I generated from the DEA Fund module of RBI, as on 31-03-............ or 30-09-...........

ii. If the balances do not tally

We observe that while balance of unclaimed deposits as shown in the General Ledger of the bank as on 31-03-......./ 30-09-....... is ₹......., balance of unclaimed deposits as shown in the balances maintained with the DEA Fund Cell as reflected in Form I generated from the DEA Fund module of RBI, as on 31-03-......../ 30-09-....... is ₹..........

(d) Verified that the returns have been correctly compiled in accordance with the Depositor Education and Awareness Fund Scheme, 2014.

(Amount in crore)

Sr. No.	Particular	Current Half-Year 31-03-yyyy / 30-09-yyyy	Previous Year 31-03-yyyy / 30-09-yyyy
1.	Opening balance of DEA Fund as on 01-04-yyyy / 01-10-yyyy		
2.	Add: Amounts transferred to DEA Fund during the half-year		
3.	Less: Amounts reimbursed by DEA Fund towards claims during the half-year		
4.	Closing balance of DEA Fund as on 31-03-yyyy / 30-09-yyyy (1+2-3)		

6. Based on the procedures performed by us as mentioned in paragraph 4 above, information and explanations given to us by the bank's management and to the best of our knowledge, we report that the **DEA Fund Returns/Certificates have been compiled correctly/have not been compiled correctly by the bank*** in accordance with Depositor Education and Awareness Fund Scheme, 2014.

7. This certificate is issued solely for the purpose of submission to RBI. This certificate should							
not be used by any other person or for any other purpose.							
Signatures of Bank's Auditors (Int	ernal /Concurrent) with registry	ation number (FRN) & seal					
olginatures of bank's Additors (int	erriar/Coricuiterit/ with registre	ation number (1 1414) & sear					
Place:							
Date:							
UDIN / Internal Document Identif	ication Number:						
Details of Bank Officials (other	than the authorised signato	ries for Form II):					
Dotallo of Ballik Officials (other	man the datheries of orginals						
	1 st Official	2 nd Official					
Signature with bank's seal	Signature with bank's seal						
Name							
Designation							

Place

Date

^{*}Strike out whichever is not applicable



Annex VIII

Annual Certificate

[On the letter head of statutory auditors]

Address of the bank audited

We, (Statutory Auditor's Firm details) hereinafter referred to as "Statutory Central Auditors" have been requested by (bank's Name), having its registered office at the above mentioned address, to issue the Annual Certificate containing the details of returns filed with the Reserve Bank of India ("the Statement") for the financial year for the purpose of submission to Reserve Bank of India (RBI) in accordance with the Depositor Education and Awareness Fund Scheme, 2014 and the Reserve Bank of India (Regional Rural Banks – Miscellaneous) Directions, 2025.

2. Auditor's Responsibility

Pursuant to the requirements of the Depositor Education and Awareness Fund Scheme, 2014, it is our responsibility to provide a reasonable assurance whether the returns filed by the bank with the RBI have been correctly compiled by the bank in accordance with the Depositor Education and Awareness Fund Scheme, 2014.

3. The following documents have been furnished by the bank:

- (a) Copy of monthly returns in Form I and Form II filed with RBI duly certified by the concurrent auditors of the bank
- (b) Details of settlement made by the branches of the bank to customers
- (c) Other books and records of the bank and
- (d) Written representation

4. We have performed the following procedures:

- (a) Verified Form I and Form II
- (b) Verified details received from the branches regarding settlement made to

customers on sample basis

- (c) Verified that Half-yearly Reconciliation Certificates (Form III) have been submitted on time
- (d) Verified that the returns have been correctly compiled in accordance with the Depositor Education and Awareness Fund Scheme, 2014.
- 5. The balance of DEA Fund as it appears in the books of the bank as on 31.03.yyyy is as under

(Amount in crore)

Sr. No.	Particular	Current Year 31.03.yyyy	Previous Year 31.03.yyyy
1.	Opening balance of DEA Fund as on 01.04.yyyy		
2.	Add: Amounts transferred to DEA Fund during the year yyyy-yy		
3.	Less: Amounts reimbursed by DEA Fund towards claims during the year yyyy-yy		
4.	Closing balance of DEA Fund as on 31.03.yyyy (1+2-3)		

- 6. Based on the procedures performed by us as mentioned in paragraph 4 above, information and explanations given to us by the bank's management and to the best of our knowledge, we report that the DEA Fund Returns/Certificates have been compiled correctly/have not been compiled correctly by the bank* in accordance with Depositor Education and Awareness Fund Scheme, 2014.
- 7. This certificate is issued solely for the purpose of submission to RBI. This certificate should not be used by any other person or for any other purpose.

Signatures of Statutory Auditors with firm's registration number (FRN) & seal
Place:
Date:

*Strike out whichever is not applicable

UDIN:

Contact details for correspondence/ queries related to DEA Fund Scheme, 2014

Name of the BankBank DEA Fund Code Number						
Sr No	Particulars	Contact Officer	Alternate Officer			
1	Name of the Contact Officer					
2	Designation					
3	Telephone No.					
4	Mobile No.					
5	Email Id					
The abo	ve details may be forwarded by e-mail to	dea.fund@rbi.org.in				
Signatu	re:					
Designa	ation of Officer:					
Name o	f the Bank:					
Place:						
Addres	s:					
Date:						
(Stamp	of the bank)					

Annex X

Format for Change in Name (Details to be submitted)

Sr. No.	Particulars	Information submitted by the Bank
1.	Name of the Bank & Address	
2.	Licence No. and Licence issue date	
3.	Area of Operation and No. of branches	
4.	Name and Address of the office of registrar under whose purview the bank	
	is registered	
5.	Name the Co-operative Act under which	
	the bank is registered as a society	
6.	Proposed name of the Bank	
7.	Reason for Change in Name of the bank	
	(Please furnish supporting documents)	
8.	Whether there are any restrictions	
	imposed on the bank by RBI (Yes/No)	
	If yes, give details	
9.	Whether applied / carried change in	
	name of the bank in the past: (Yes/No)	
	If yes:	
	i) Date of application to RBI	
	ii) Original Name of the bank iii) Proposed name of the bank	
	iv) Reason for change	
	v) Date of CRCS/RCS Approval	
	vi) Change approved / rejected by	
	RBI	
	vii) Date of RBI Approval / Rejection	
	viii) Reason for Rejection, give details	
10.	Whether change in name of the bank had	
	been carried out without approval of RBI	
	in the past: (Yes/No)	
11.	If Yes, reason for not applying for RBI	
	Approval	
12.	If No, furnish details of RBI approval	
	(Furnish copy)	
13.	Whether CRCS/RCS approval was	
	taken in case of previous change in	
	name and date of approval (Furnish copy)	

14.	Is there any requirement for 'confirmation' from Central/State Government, one or more authority/authorities for alteration of byelaws under the applicable Co- operative Act /Rules? (Yes/No)	
15.	If yes:	
	i) Give details of the requirement	
	(Furnish copy)	
<u>16.</u>	Details to be submitted to Regional Office	of the RBI at time of Regulatory approval
	,	
	i) Confirm whether RBI NOC for	
	alteration of bye-laws has been	
	granted u/s 49C of BR Act, 1949	
	(Yes/No)	
	ii) If Yes – Give details of bank's	
	request and RBI NOC (Furnish	
	copy)	
	iii) If No – Reason for not approaching	
	RBI for grant of NOC u/s 49C of	
	BR Act, 1949	
	iv) Details of CRCS/RCS approval	
	(Furnish copy)	