

SOP

1. Trading on the SLMA portal shall be for Standard Corporate Rupee Term Loans, with a minimum transaction size of ₹ 25 crores. This minimum transaction size will be periodically reviewed based on feedback from the member institutions.
2. Member Institutions of SLMA, such as Banks, NBFCs, Financial Institutions and other business entities, who are signatory to the master NDA or the related Deed of Accession, alone would be permitted to engage in the Secondary Loan Market.
3. Member Institutions must confirm, as part of the docs uploaded that they are adhering to the extant RBI regulations regarding the sale of corporate loans, including any applicable Minimum Holding Periods (MHPs).
4. Member Institutions would have to disclose upfront about whether the borrower's NOC / approval is required for the transaction.
5. Identification of counterparties: Both the buyer and the seller must be aware of any restrictions in the underlying Facility Agreement regarding transfer of loans to any Lender, the minimum amount a lender should transfer etc. Post identification of counterparties, the prospective buyer to undertake their due diligence process.
6. The seller to provide the buyer with all necessary details, including copies of the finance and other related documents. Prior to the trade date, a potential buyer is expected to have completed all the required due diligence.
7. If there are multiple bidders interested in purchasing a loan, the seller will choose a buyer or buyers at its discretion. SLMA, at present, has not stipulated any set time line for the transaction's completion or the seller's withdrawal of their offer. However, the buyer and the seller bank should mutually conclude a trade confirmation and arrange a date for settlement.
8. The actual settlement of the transaction i.e., financial part between the loan seller and buyer, presently will not be facilitated at the SLMA Portal.
9. In order to ensure seamless and hassle-free transaction, Member Institutions will offer loans under syndication or consortium advance where Security Trustee and Facility Agent are available.
10. Follow Standardized process on sharing of documentation, charges including legal opinions etc. between Incoming Lender and Selling Bank. The Borrower may bear the transfer related costs, if agreed upon upfront in the documents.
11. For Secondary Market trading, Member Institutions may note the following crucial points:
 - Borrower need to be notified before or after the transaction as required based on the documentation.
 - It would not be necessary for the borrower to sign the incoming lender's sanction letter in order for the transfer to take place.
 - Borrowers should be agreeable to accept the incoming bank's interest rate, provided that the effective rate is the same on the documentation date and the first reset date that falls within a year of the date of transfer.

- The incoming lender must specify the precise benchmark rate (MCLR of multiple banks/REPO/T Bills) up front.
12. The transferring bank would issue a letter to the borrower and facility agent with a copy to the new incoming banks notifying the client of "Split Interest" once a loan has been transferred to a new lender. (This is to record the date of transfer with the borrower and to intimate the borrower/Facility Agent to credit the repayment and interest to the tune of transferred amount to the new lender's account).
 13. Incoming lenders shouldn't impose any tag along clauses or any minimum hold amounts on the selling banks because these provisions could become an impediment to future sell down of loans.
 14. Follow standard procedures when sharing documentation fees (such as those for legal opinions etc.) with the selling bank.
 15. SLMA will not be responsible for any misrepresentation by the trading partners.
 16. SLMA will not be responsible for security creation.
 17. SLMA will not be responsible for any disagreement between the borrower and the lenders.

All transactions would be in accordance to the Master Directions- Reserve Bank of India (Transfer of Loan Exposures), 2021 (RBI Ref No. RBI/DOR/2021-22/86, DOR(STR.REC.51/21.04.048./2021-22 dated. September 24, 2021). Both the selling bank and the incoming lender would be liable for adhering to these instructions.