Personal Loan Application Form

Different needs, one answer
Personal Loans from HSBC

HSBC

KEY THINGS YOU SHOULD KNOW

- The maximum loan amount that can be availed of under this offer is ₹15 lakh. Select customers may be eligible for loans upto ₹30 lakh based on the internal credit policy of HSBC
- The Personal Loan is offered at a rate of interest which is fixed across the tenure of the loan. Terms on which the loan is offered are stated in the loan agreement
- Please read the loan agreement carefully and ensure that key terms such as interest rate, processing fees, prepayment charges are clearly stated before you sign the agreement
- You can prepay the Personal Loan after 6 months of loan disbursement by giving a written instruction to the Bank (12 months of loan disbursal date for Balance Transfer cases)
- Refer to the 'Loan Service Charges and Fees' section on our website www.hsbc.co.in for service charges (including prepayment charges) applicable on your loan post disbursement
- Interest on your Personal Loan account accrues on a daily basis and is payable in Equated Monthly Instalment (EMI) on the due date
- You can pay your EMIs through National Automated Clearing House (NACH) or by setting up a Standing Instruction (SI) on your HSBC Bank Account
- You need to pay your EMI on the due date. Non-payment of EMI would impact, but will not be limited to:
  - Your credit rating (reporting to Credit Bureau - CIBIL)
  - This will have an impact on other credit facilities availed of from HSBC
  - The Bank may initiate recovery proceedings to recover the dues
- Please visit Personal Loans section on our website www.hsbc.co.in for detailed terms and conditions
- HSBC will notify you of any changes in the terms and conditions of this product with prior notice of one month

DOCUMENTS REQUIRED

Proof of Identity (any one)	Proof of Address (any one)
▪ Passport ▪ Election/Voter's ID ▪ Permanent driving licence ▪ Permanent Account Number (PAN) card ▪ The Letter issued by the Unique Identification Authority of India (UIDAI) containing details of name, address and Aadhar number ▪ NREGA Job Card duly signed by an officer of the State Government	▪ Passport ▪ Voter's Identity card issued by Election Commission of India ▪ Driving licence ▪ The Letter issued by the Unique Identification Authority of India (UIDAI) which is commonly known as Aadhar Card or documents obtained through e-KYC service of UIDAI containing details of name, address and Aadhar number ▪ NREGA Job Card duly signed by an officer of the State Government

Notes:

[1]Should be issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.

[2]Issued to retired employees by Government departments or Public Sector Undertakings, if they contain the address.

FINANCIAL DOCUMENTS REQUIRED

Salaried	Self-employed/Proprietor
▪ 3 months salary slip (mandatory) ▪ Bank statements of the primary account for the last 3 months (mandatory) ▪ Acknowledged IT return (latest) for one year (optional) ▪ Latest form 16 (optional)	▪ P&L account and balance sheet for the last 2 years certified/audited by a C.A. (mandatory) ▪ Acknowledged IT returns for the last 2 years (mandatory) ▪ Bank statements of the primary account for the last 6 months (mandatory)

OTHER DOCUMENTS REQUIRED

Foreclosure letter would be required if you wish to transfer your Personal Loan from another bank to HSBC.

Applicant ID: _____

Personal Loan Application Form

☐ New Personal Loan ☐ Balance Transfer

AMOUNT: ₹75,000 TO ₹3,000,000* | **TENURE: MAXIMUM UPTO 5 YEARS**

ABOUT ME

Title ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. ☐ Others_____

Please affix and sign across your recent photograph

Name First
Middle
Last

☐ Male ☐ Female ☐ Third Gender

Nationality

Country of residence

Marital status ☐ Single ☐ Married

No. of dependants

Date of birth D D M M Y Y Y Y

PAN no./GIR no.

E-mail address

Educational qualification ☐ Post-graduate degree ☐ Graduate ☐ Diploma holder ☐ Under graduate ☐ High school ☐ Professional degree (C.A., Doctor, Engineer, MBA, Architect) ☐ Others

MORE ABOUT YOURSELF

With the objective of monitoring flow of credit to minority communities as required by RBI guidelines, we request you to kindly provide the information as applicable to you:

Minority Community:

☐ Sikh ☐ Muslim ☐ Christian ☐ Zoroastrian
☐ Buddhist ☐ Jain ☐ None of these

MY REQUIREMENTS

Personal Loan amount required for ₹

Personal Loan tenure required Y Y M M

RESIDENCE ACCOMMODATION

- **Ownership** ☐ Company provided ☐ Rental ☐ Parents/Relatives ☐ Self-owned ☐ Mortgaged ☐ Others

ADDRESS DETAILS

- **Current residential address****

Flat no. and Bldg.

Name

Road no./name

Area and landmark

City

Pin code

Telephone (Res.) (STD Code)

Mobile no. + 9 1

Years at present address Years Months

Years at previous address Years Months

I/We also declare that in the event of change in address due to relocation or any other reason, I/we would intimate the new address to HSBC India within two weeks of such a change.

Signature of Customer_____

*The loan amount may vary subject to conditions and other internal credit policy of HSBC India.

**If you have a permanent address, which is different from the residential address, we request you to provide the details along with the proof of address.

- **Alternate residential address**

Flat no.and Bldg. name

Road no./name

Area and landmark

City

Pin code

Telephone (Res.) (STD Code)

Mobile no. + 9 1

One of the above numbers is mandatory to specify.

- **Office address**

Firm/employer and Dept.name

Bldg. name and floor

Road no./name

Landmark (mandatory)

City

Pin code

Extn.

Telephone (Office) (STD Code)

Office E-mail address

ABOUT MY JOB/PROFESSION/OCCUPATION

☐ **Salaried**

DESIGNATION

☐ Senior management ☐ Professional
☐ Executive/officer ☐ Non-executive
☐ Others

YOU WORK FOR

☐ Government ☐ Public LTD.
☐ Public sector ☐ PVT. LTD. ☐ MNC
☐ Others

EXACT DESIGNATION

OTHER DETAILS

Total no. of years in employment/business

No. of years in present employment/business

☐ **Self-employed**

YOUR FIRM

☐ Proprietorship ☐ Partnership
☐ Private limited company

PROFESSION

☐ C.A. ☐ Journalist ☐ Architect
☐ Consultant ☐ Doctor ☐ Lawyer
☐ Others

Nature of business

OTHER DETAILS

Total no. of years in employment/business

No. of years in present employment/business

☐ **Others**

☐ Student ☐ Housewife ☐ Retired
☐ Others

☐ **Business details**

☐ MANUFACTURING

Plant and machinery ☐ Yes ☐ No

Investment in plant and machinery

(Original cost excluding cost of land, building, furniture and fixtures and other items which are to be excluded for calculating the above 'investment' as per the extant guidelines of the RBI on priority sector lending)

☐ SERVICES

Office equipment ☐ Yes ☐ No

Investment in office equipment

(Original cost excluding cost of land, building, furniture and fixtures and other items which are to be excluded for calculating the above 'investment' as per the extant guidelines of the RBI on priority sector lending)

MY FINANCIAL REFERENCES

Bank name and branch

Account number

Account type

☐ Savings Account ☐ Current Account

Account since D D M M Y Y Y Y

INCOME DETAILS

Annual Salary/Income (current year)

Gross ₹

Net ₹

Other annual income

₹

Other annual income source

₹

PHOTO IDENTITY

Identification (ID)

Document type

Document number

PURPOSE OF PERSONAL LOAN

☐ Purchase of professional equipment
☐ Purchase of vehicle
☐ Working capital (advertising, wages, rent, other costs)
☐ Purchase of other consumer durable(s)
☐ Purchase of office equipment
☐ Purchase of raw material
☐ Retiring other debt(s)
☐ Other business use
☐ Takeover of existing Personal Loan
☐ Travel
☐ Any other

MY INSTRUCTIONS

For my convenience, please direct all correspondence to my

☐ Residence ☐ Office address

I wish to settle my monthly instalment/EMI with

☐ a debit to my HSBC India Current/Savings Account number

OR

☐ NACH (National Automated Clearing House)

RELATIONSHIP

Do you have a near relation to

1. Any employee of the Bank ☐ Yes ☐ No
2. Any directors of any HSBC Group Companies
   ☐ Yes ☐ No
3. Directors (including Chairman/Managing Director) of other banks and their relatives# ☐ Yes ☐ No
4. Directors of Scheduled Co-operative Banks and their relatives
   ☐ Yes ☐ No

5. Directors of Subsidiaries/Trustees of Mutual Funds/Venture Capital Funds set up by the financing banks or other banks and their relatives ☐ Yes ☐ No

If yes, relationship type

Director/Employee name with whom relationship exists

and staff no.

#Scope of the term 'relative' will be as under:

- Spouse
- Father
- Mother (including step-mother)
- Son (including step-son)
- Son's Wife
- Daughter (including step-daughter)
- Daughter's Husband
- Brother (including step-brother)
- Brother's wife
- Sister (including step-sister)
- Sister's husband
- Brother (including step-brother) of the spouse
- Sister (including step-sister) of the spouse

UNSECURED FACILITIES WITH HBAP[1]

Applicable for a) All employees of HBAP and b) Board of Directors of HBAP and their relatives[2]

For employees and Board of Directors in The Hongkong and Shanghai Banking Corporation Limited (HBAP) or HSBC Markets (Asia) Ltd. and relatives of the Board of Directors of HBAP or HSBC (Asia) Ltd., please indicate below whether you solely or jointly have any other unsecured facilities with HBAP sites and it's subsidiary.

Unsecured facility(ies) with the Bank ☐ Yes ☐ No

HBAP Sites	Unsecured Loan/Facility Type	Unsecured Loan/Facility Amount	Monthly Repayment Amount	Outstanding Amount

Definition:

[1]**HBAP** – The term HBAP is used for all HSBC areas, HBAP subsidiaries and other HBAP legal entities in the Asia Pacific Region.
1. Australia, 2. Bangladesh, 3. Brunei, 4. China, 5. Hong Kong, 6. India, 7. Indonesia, 8. Japan, 9. Korea, 10. Macau, 11. Malaysia, 12. Mauritius, 13. New Zealand, 14. Philippines, 15. Singapore, 16. Sri Lanka, 17. Taiwan, 18. Thailand, 19. Vietnam

[2]'Relative' defined under as:

- Any immediate ascendant, any spouse or former spouse of any such ascendant, and any brother or sister of any such spouse or former spouse;
- Any immediate descendant, and any spouse or former spouse of any such descendant;
- Any brother or sister, aunt or uncle, grandparents, grandchildren and their spouses, any nephew or niece and any first cousin;
- Any spouse or former spouse, any immediate ascendant of any such spouse or former spouse, and any brother or sister of any such spouse or former spouse;
- And, of the purposes of this definition, any step-child shall be deemed to be child of both its natural parent and of its step-parent and any adopted child to be the child of the adopting parent, and a spouse shall include anyone living as such

DECLARATION

I/We do hereby certify that the information provided by me/us in this application form is true and correct in all respects and The Hongkong and Shanghai Banking Corporation Limited, India (Bank/HSBC India) is entitled to verify this directly or through any third party agent. I/We further acknowledge the Bank's right to seek any information from any other source in this regard. I/We do understand that all the above mentioned information will form the basis of any facility that the Bank may decide to grant me/us at its sole discretion. I/We do further agree that any facility that may be provided to me/us shall be governed by the rules of the Bank that may be in force from time to time. I/We will be bound by the terms and conditions of the facility that may be granted to me/us. I/We do authorise the Bank to debit my/our any other account with the Bank for any fees, charges, interest, etc., as may be applicable in case of default. I/We undertake and declare that I/we will comply with the Foreign Exchange Management Act, 1999 (FEMA) and the applicable rules and regulations thereunder and any amendments thereof. I/We undertake to intimate the Bank before proceeding overseas on permanent employment and/or emigrating and/or changing my/our nationality.

I/We do hereby declare that I/we am/are not a near relation to any senior officer of the Bank or any directors of any HSBC Group Companies (if not, please strike off, else provide a separate list of relevant related persons). I/We also confirm that as on the date of this application, there are no litigations, initiated by other banks/financial institutions, being faced by me/us. I/We acknowledge that the Bank may assign any activities to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, at its sole discretion. I/We also acknowledge the right of the Bank to provide details of my/our account to such service providers for the purpose of availing support services of any nature by the Bank, without any specific consent or authorisation from me/us. I/We further acknowledge that the Bank or such service providers, whether located in India or overseas, may disclose such information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

I/We acknowledge that the existence of this account and details thereof (including details of transactions and any defaults committed by me/us), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purposes of assessing further applications for credit by me/us and/or members of my/our household and for occasional debt tracing and fraud prevention. I/We accordingly authorise the Bank to share information relating to my/our Personal Loan. I/We understand that as a pre-condition, relating to grant of Personal Loans/advances/other non-fund based credit facilities to me/us, the Bank requires consent for the disclosure of information and data relating to me/us, of the credit facility availed of/to be availed of by me/us, obligations assumed/to be assumed by me/us, in relation thereto and default, if any, committed by me/us in discharge thereof.

1. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such; (a) information and data relating to me/us, (b) the information or data relating to any credit facility availed of/to be availed of by me/us and (c) default, if any, committed by me/us in discharge of my/our such obligation, as the Bank may deem appropriate and necessary, to Credit Information Bureau (India) Limited (CIBIL) and any other credit bureaus/agency authorised in this behalf by RBI.

2. I/We undertake that (a) the Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by HSBC; and (b) the Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf, both for primary and additional enquiry reports.
3. I/We consent and authorise HSBC to generate subsequently an additional report through CIBIL or authorised agency/bureau to process my loan application, in the event the necessary documentation and processes are not completed as per HSBC's policies.

I/We further agree to receive SMS alerts related to my/our application status and account activity as well as product use messages that the Bank will send, from time to time, on my/our mobile phone number as mentioned in this application form.

I/We undertake to intimate the Bank in the event of any change in my/our mobile phone number. I/We hereby declare that I/we shall notify the Bank, in writing or on phone, of any changes in my/our employment and/or residential address and telephone numbers.

Note:

Once your Personal Loan application is approved and the loan is disbursed, an e-version of the Personal Loan welcome pack will be sent to your e-mail ID registered with the Bank.

The e-version of the welcome pack will provide details on the Key Things You Should Know about your Personal Loan, Most Important Terms and Conditions, copy of the BCSBI Code and details of the 30 Day Service Pledge offered by HSBC. In case you wish to receive the welcome pack in physical form, you may place a request by calling HSBC Phone Banking. If your email id is not registered with us, we will send you a paper version of the Personal Loan Welcome pack.

Applicant signature

Signed in my presence [For Bank use only]

1	2	3	4	5	6	7	8

DSE code	Segment code	Others

Sourced by _____

Date _____ Branch name _____

Optional Section

1. Marketing offers

From time to time, HSBC India communicates various features/products/promotional offers which offer significant benefits to its customers and may use the services of third party agencies to do so. Do you wish to be informed about such benefits?

- ☐ I/We expressly authorise HSBC India to use information or data relating to me/us for communicating marketing offers as outlined above.
- ☐ I/We do not wish to receive offers as outlined above.

For customers who wish to receive such marketing offers but do not wish to be communicated the same by way of telephone calls/SMSes from HSBC India, we offer a 'Do not call' service. To register for this, please visit our website www.hsbc.co.in

2. Assignment of activities to third party agencies

I/We acknowledge that the Bank remains entitled to assign any activities to any third party agencies/service providers at its sole discretion. I/We further acknowledge the right of the Bank to provide details of my/our account and sharing or transfer of information which will be on a confidential basis to HSBC Group offices or other third party agencies/service providers, whether located in India or overseas for the purpose of availing support services of any nature by the Bank, including conducting customer survey and also may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud, without any further specific consent or authorisation from me/us.

Applicant signature

TO BE FILLED BY THE BANK

Please tick the applicant category as applicable:

- ☐ Cards (pre-selected)
- ☐ Liability accountholder
- ☐ Top-up (pre-qualified)
- ☐ Others
- ☐ Top-up (pre-selected)
- ☐ Corporate Employee Programme
- ☐ Liability (pre-qualified)
- ☐ Liability (pre-selected)
- ☐ Cards (pre-qualified)
- ☐ Staff

Priority Sector Lending (PSL) ☐ Yes ☐ No

Terms and Conditions for Personal Loan

FEES AND CHARGES

- The fees and charges for Personal Loan are set out in the Tariff Sheet or can be enquired through PhoneBanking/ contacting any of our branches

TARIFF SHEET

Personal Loan processing charges	Upto 2.5% of the disbursed loan amount. Processing fee paid/deducted is non-refundable
Foreclosure/Partial prepayment charges	a) 2% of the principal outstanding b) Prepayment is allowed only after 6 months from the date of loan disbursal (after 12 months of loan disbursal date for Balance Transfer cases)
Foreclosure fee for loans to HSBC and HSBC Group staff	1% of the outstanding. If the individual is no longer a staff when the loan is being foreclosed the regular foreclosure fee of 3.75% on the outstanding amount will apply.

- Personal Loan is at the sole discretion of The Hongkong and Shanghai Banking Corporation Limited, India (the Bank) and are available in the cities of Mumbai, Delhi, Pune, Kolkata, Bengaluru, Hyderabad, Ahmedabad, Jaipur, Chandigarh, Chennai, Thiruvananthapuram, Cochin, Baroda and Ludhiana only and are subject to change from time to time. The loan amount and tenure depend on customer segment and are at the sole discretion of the Bank
- Cancellation of Personal Loan application should be conveyed to the Bank with a written communication
- Fees and charges, as may be applicable from time to time, are payable by the applicant for specific services provided or for defaults committed by the applicant with reference to his/her Personal Loan account
- Tariff structure is subject to change from time to time at the sole discretion of the Bank. Such changes, other than changes in the rate of finance charge, EMI (Equated Monthly Instalment) rates and those which are as a result of regulatory requirements will be made with prospective effect giving notice of at least one month
- Please be advised that applicable Indirect Taxes including Service Tax would be recovered on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax laws

INTEREST

- Applicant would be charged interest on the Personal Loan amount in EMI (Equated Monthly Instalment) at the rate as set out in the agreement
- Interest accrues on a daily basis and needs to be paid on dates set out in the agreement

Interest calculation example:

Note: Calculations for ₹2 lakh at an interest rate of 16% p.a. for 36 months.

EMI is ₹7,031 which consist of interest and principal components as mentioned below:

MONTH	OUTSTANDING BALANCE (₹)	EMI (₹)	INTEREST (₹)	PRINCIPAL (₹)
0	200,000	-	-	-
1st	195,635	7,031	2,667	4,365
2nd	191,212	7,031	2,608	4,423
3rd	186,730	7,031	2,549	4,482

Note:

- Rate of interest shown is for illustration and actual interest rate charged to your account may vary
- As shown above, the EMI for ₹200,000 at 16.00% p.a. for 1 month is ₹7,031
- Monthly interest amount = (outstanding loan balance) x (rate of interest) x (no. of days in the month/365)
- Interest rates are subject to change at any point of time at the sole discretion of the Bank

HSBC

DRAWDOWN OF THE PERSONAL LOAN

- The Personal Loan amount should be disbursed within 30 days from the date of sanction of the Personal Loan. The Personal Loan sanction may be kept open at the sole discretion of the Bank. The Bank may at its sole discretion cancel the drawdown of the Personal Loan at any point of time

REPAYMENT

- Personal Loan needs to be repaid in Equated Monthly Instalment (EMI). Bank would notify the applicant about the amount of the instalment and each instalment payment due date
- Instalment amount would comprise of principal and interest which are payable in Equated Monthly Instalment (EMI) as set out in the agreement
- Applicant would be required to pay any balance owing to the Personal Loan account (after payment of all instalments) on the final payment date as notified by the Bank
- Applicant would be required to pay the instalments, irrespective of whether he/she withdraws, or not, any of the Personal Loan funds as deposited by the Bank in the nominated account
- Bank will advise the applicant of the modes/manner in which to repay the instalments

  For e.g., applicant may issue a Standing Instruction to debit his bank account for repayment or may give National Automated Clearing House (NACH) mandate for effecting repayment from a designated account.
- Applicant needs to ensure that the repayment instruction is honoured. Accordingly, applicant must ensure:
  - Sufficient funds in the designated account to be debited
  - Not issue stop payment instructions for any cheque issued towards EMI payment
  - Not cancel or vary any payment arrangement (unless required by the Bank)
  - Not close or change the account on which repayment instrument are drawn (unless he/she pays the applicable swap fees set out in the tariff sheet or elsewhere in the agreement)

DEFAULT

- If the applicant does not pay the instalment on or before the relevant due date; outstanding Personal Loan amount and all accrued interest would become immediately due and payable.
- In the event of default (i.e. if the minimum amount due is not paid by the payment due date or breach of any clause of the agreement), the applicant will be sent reminders from time to time for payment of any outstanding on his personal account, by post, fax, telephone, e-mail, SMS messaging and/or through third parties appointed for collection purposes to remind, follow-up and collect dues

PREPAYMENT

- Applicant can foreclose the Personal Loan post 6 months of disbursement (after 12 months of loan disbursal date for Balance Transfer cases) provided the applicant gives notice in writing and pays in accordance with the prepayment amount confirmation given by the Bank
- If prepayment is made by cheque, the prepayment takes effect only when the cheque is cleared
- In the event that an existing HSBC Personal Loan customer applies for a new top-up Personal Loan and the same is sanctioned by the Bank, the disbursed amount of the new Personal Loan, will be first utilised to close the existing Personal Loan and the balance amount will be disbursed to the applicant

DISCLOSURES

- The applicant acknowledges the right of the Bank to provide details of his/her account to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him/her
- The applicant further acknowledges that the Bank is authorised to share information relating to the applicant, including information relating to any default committed by the applicant in discharge of his/her obligation, as HSBC India may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by the Bank from time to time. Accordingly, the applicant herein expressly gives consent to disclose information to such credit bureaus/credit reference agencies. Such entities may further make available processed information or data or products thereof to banks/financial institutions and other credit grantors
- Bank also provides information relating to credit history/repayment record of the applicant to a credit information company (specifically authorised by the RBI), in terms of the Credit Information Companies (Regulation) Act, 2005
- For accounts where correspondence from the Bank is currently withheld due to non delivery of earlier correspondence, then the Bank will make attempts to contact the customer to update the correct address details. If the Bank is unable to establish contact with the customer, the operation of the account will be restricted by providing a prior notice of 30 days until the correct address is updated on the Bank's records with address proof, or until the customer confirms the current address on the Bank's records to be correct
- Please note that the Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the liberalized remittance scheme (LRS). Therefore utilizing the disbursed loan amount towards facilitating remittances under the liberalized remittance scheme (LRS) is prohibited

TAX REPRESENTATION

- Individual accounts: You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, Service Tax, Value Added Tax and any other applicable taxes. The creation and continued operation of your account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets you hold in your account. Certain countries may have tax legislation with extraterritorial effect regardless of your place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations and/or any legal and/or tax advice provided to you by third parties
- Non-Individual accounts: Customer (and each Connected Persons) is responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you (or any Connected Person) to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the account. Certain countries may have tax legislation with extraterritorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and you (and each Connected Person) should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations (or those of any Connected Persons) and/or any legal and/or tax advice provided to you by third parties

SANCTION CLAUSE

- The Bank and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity) and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests

- Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status and (e) share information on a confidential basis with such HSBC Group offices, whether located in India or overseas in relation to prevention of Financial Crime

- Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of the services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity

For the purpose of the present clause

- 'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers

- 'Financial Crime' includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters

KNOW YOUR CUSTOMER/DUE DILIGENCE REQUIREMENT

- In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow/restrict operations in a newly opened/existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy

ACCOUNT RULES AND TERMS AND CONDITIONS

- The Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to account statements, etc., are returned undelivered and the Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in bank records

ACKNOWLEDGEMENT (To be filled by sales representative)

i. The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.

ii. The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.

Personal Loan application form received on _____. Complete document set received on _____.

Loan application form will be disposed off and acceptance/rejection notification will be communicated within 15 days from the date of receipt of completed application with supporting documentation.

File reference number is _____ which can be used for any future correspondence with the Bank.The documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

Applicant signature	**Sales representative signature**

HSBC

Terms and Conditions for Personal Loan

KEY THINGS YOU SHOULD KNOW

- The maximum loan amount that can be availed of under this offer is ₹15 lakh. Select customers may be eligible for loans upto ₹30 lakh based on internal credit policy of HSBC
- The Personal Loan is offered at a rate of interest which is fixed across the tenure of the loan. Terms on which the loan is offered are stated in the loan agreement
- Please read the loan agreement carefully and ensure that key terms such as interest rates, processing fees, prepayment charges are clearly stated before you sign the agreement
- You can prepay the Personal Loan after 6 months of loan disbursement by giving a written instruction to the Bank (12 months of loan disbursal date for Balance Transfer cases)
- Refer to the 'Loan Service Charges and Fees' section on our website www.hsbc.co.in for service charges (including prepayment charges) applicable on your loan post disbursement
- Interest on your Personal Loan account accrues on a daily basis and is payable in Equated Monthly Instalment (EMI) on the due date
- You can pay your EMIs through National Automated Clearing House (NACH) or by setting up a Standing Instruction (SI) on your HSBC Bank account
- You need to pay your EMI on the due date. Non-payment of EMI would impact, but will not be limited to:
  - Your credit rating (reporting to Credit Bureau - CIBIL)
  - This will have an impact on other credit facilities availed of from HSBC
  - The Bank may initiate recovery proceedings to recover the dues
- Please visit Personal Loans section on our website www.hsbc.co.in for detailed terms and conditions
- HSBC will notify you of any changes in the terms and conditions of this product with prior notice of one month

FEES AND CHARGES

- The fees and charges for Personal Loan are set out in the Tariff Sheet or can be enquired through PhoneBanking/ contacting any of our branches

TARIFF SHEET

Personal Loan processing charges	Upto 2.5% of the disbursed loan amount. Processing fee paid/deducted is non-refundable
Foreclosure/Partial prepayment charges	a) 2% of the principal outstanding b) Prepayment is allowed only after 6 months from the date of loan disbursal (after 12 months of loan disbursal date for Balance Transfer cases)
Foreclosure fee for loans to HSBC and HSBC Group staff	1% of the outstanding. If the individual is no longer a staff when the loan is being foreclosed the regular foreclosure fee of 3.75% on the outstanding amount will apply.

- Personal Loan is at the sole discretion of The Hongkong and Shanghai Banking Corporation Limited, India (the Bank) and are available in the cities of Mumbai, Delhi, Pune, Kolkata, Bengaluru, Hyderabad, Ahmedabad, Jaipur, Chandigarh, Chennai, Thiruvananthapuram, Cochin, Baroda and Ludhiana only and are subject to change from time to time. The loan amount and tenure depend on customer segment and are at the sole discretion of the Bank
- Cancellation of Personal Loan application should be conveyed to the Bank with a written communication
- Fees and charges, as may be applicable from time to time, are payable by the applicant for specific services provided or for defaults committed by the applicant with reference to his/her Personal Loan account
- Tariff structure is subject to change from time to time at the sole discretion of the Bank. Such changes, other than changes in the rate of finance charge, EMI (Equated Monthly Instalment) rates and those which are as a result of regulatory requirements will be made with prospective effect giving notice of at least one month
- Please be advised that applicable Indirect Taxes including Service Tax would be recovered on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax laws

HSBC

INTEREST

- Applicant would be charged interest on the Personal Loan amount in EMI (Equated Monthly Instalment) at the rate as set out in the agreement
- Interest accrues on a daily basis and needs to be paid on dates set out in the agreement
  Interest calculation example:
  Note: Calculations for ₹2 lakh at an interest rate of 16% p.a. for 36 months.
  EMI is ₹7,031 which consist of interest and principal components as mentioned below:

MONTH	OUTSTANDING BALANCE (₹)	EMI (₹)	INTEREST (₹)	PRINCIPAL (₹)
0	200,000	-	-	-
1st	195,635	7,031	2,667	4,365
2nd	191,212	7,031	2,608	4,423
3rd	186,730	7,031	2,549	4,482

Note:

- Rate of interest shown is for illustration and actual interest rate charged to your account may vary
- As shown above, the EMI for ₹200,000 at 16.00% p.a. for 1 month is ₹7,031
- Monthly interest amount = (outstanding loan balance) x (rate of interest) x (no. of days in the month/365)
- Interest rates are subject to change at any point of time at the sole discretion of the Bank

DRAWDOWN OF THE PERSONAL LOAN

- The Personal Loan amount should be disbursed within 30 days from the date of sanction of the Personal Loan. The Personal Loan sanction may be kept open at the sole discretion of the Bank. The Bank may at its sole discretion cancel the drawdown of the Personal Loan at any point of time

REPAYMENT

- Personal Loan needs to be repaid in Equated Monthly Instalment (EMI). Bank would notify the applicant about the amount of the instalment and each instalment payment due date
- Instalment amount would comprise of principal and interest which are payable in Equated Monthly Instalment (EMI) as set out in the agreement
- Applicant would be required to pay any balance owing to the Personal Loan account (after payment of all instalments) on the final payment date as notified by the Bank
- Applicant would be required to pay the instalments, irrespective of whether he/she withdraws, or not, any of the Personal Loan funds as deposited by the Bank in the nominated account
- Bank will advise the applicant of the modes/manner in which to repay the instalments

  For e.g., applicant may issue a Standing Instruction to debit his bank account for repayment or may give National Automated Clearing House (NACH) mandate for effecting repayment from a designated account.
- Applicant needs to ensure that the repayment instruction is honoured. Accordingly, applicant must ensure:
  - Sufficient funds in the designated account to be debited
  - Not issue stop payment instructions for any cheque issued towards EMI payment
  - Not cancel or vary any payment arrangement (unless required by the Bank)
  - Not close or change the account on which repayment instrument are drawn (unless he/she pays the applicable swap fees set out in the tariff sheet or elsewhere in the agreement)

DEFAULT

- If the applicant does not pay the instalment on or before the relevant due date; outstanding Personal Loan amount and all accrued interest would become immediately due and payable.
- In the event of default (i.e. if the minimum amount due is not paid by the payment due date or breach of any clause of the agreement), the applicant will be sent reminders from time to time for payment of any outstanding on his personal account, by post, fax, telephone, e-mail, SMS messaging and/or through third parties appointed for collection purposes to remind, follow-up and collect dues

PREPAYMENT

- Applicant can foreclose the Personal Loan post 6 months of disbursement (after 12 months of loan disbursal date for Balance Transfer cases) provided the applicant gives notice in writing and pays in accordance with the prepayment amount confirmation given by the Bank
- If prepayment is made by cheque, the prepayment takes effect only when the cheque is cleared
- In the event that an existing HSBC Personal Loan customer applies for a new top-up Personal Loan and the same is sanctioned by the Bank, the disbursed amount of the new Personal Loan, will be first utilised to close the existing Personal Loan and the balance amount will be disbursed to the applicant

DISCLOSURES

- The applicant acknowledges the right of the Bank to provide details of his/her account to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him/her
- The applicant further acknowledges that the Bank is authorised to share information relating to the applicant, including information relating to any default committed by the applicant in discharge of his/her obligation, as HSBC India may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by the Bank from time to time. Accordingly, the applicant herein expressly gives consent to disclose information to such credit bureaus/credit reference agencies. Such entities may further make available processed information or data or products thereof to banks/financial institutions and other credit grantors
- Bank also provides information relating to credit history/repayment record of the applicant to a credit information company (specifically authorised by the RBI), in terms of the Credit Information Companies (Regulation) Act, 2005
- For accounts where correspondence from the Bank is currently withheld due to non delivery of earlier correspondence, then the Bank will make attempts to contact the customer to update the correct address details. If the Bank is unable to establish contact with the customer, the operation of the account will be restricted by providing a prior notice of 30 days until the correct address is updated on the Bank's records with address proof, or until the customer confirms the current address on the Bank's records to be correct
- Please note that the Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the liberalized remittance scheme (LRS). Therefore utilizing the disbursed loan amount towards facilitating remittances under the liberalized remittance scheme (LRS) is prohibited

TAX REPRESENTATION

- Individual accounts: You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, Service Tax, Value Added Tax and any other applicable taxes. The creation and continued operation of your account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets you hold in your account. Certain countries may have tax legislation with extraterritorial effect regardless of your place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations and/or any legal and/or tax advice provided to you by third parties
- Non-Individual accounts: Customer (and each Connected Persons) is responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you (or any Connected Person) to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the account. Certain countries may have tax legislation with extraterritorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and you (and each Connected Person) should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations (or those of any Connected Persons) and/or any legal and/or tax advice provided to you by third parties

SANCTION CLAUSE

- The Bank and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity) and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests

- Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status and (e) share information on a confidential basis with such HSBC Group offices, whether located in India or overseas in relation to prevention of Financial Crime

- Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of the services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity

For the purpose of the present clause

- 'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers

- 'Financial Crime' includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters

KNOW YOUR CUSTOMER/DUE DILIGENCE REQUIREMENT

- In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow/restrict operations in a newly opened/existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy

ACCOUNT RULES AND TERMS AND CONDITIONS

- The Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to account statements, etc., are returned undelivered and the Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in bank records

ACKNOWLEDGEMENT (To be filled by sales representative)

i. The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.

ii. The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.

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Applicant signature	**Sales representative signature**

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Key Fact Statement

Personal Loan

1. Loan amount : ₹_____

2. Loan term (Months) : _____

3. Interest type (Fixed or Floating) : Fixed

4. Interest chargeable

   (in case of Fixed Rate Loans) : _____%

5. Date of reset of interest : Not Applicable

6. Mode of communication of changes in interest rates : Not Applicable

7. Fee payable

   a. On disbursal (Processing Fees) : _____%

   b. During the term of the loan : Refer Most Important Terms and Conditions section on website for detailed information

   c. On foreclosure : _____%

   Note: Foreclosure charge for HSBC staff including staff of Group companies is 1% of the outstanding. If the individual is no longer a staff when the loan is being foreclosed the regular foreclosure fee of 3.75% on the outstanding amount will apply.

   d. Fee refundable, if loan not sanctioned/disbursed : Not Applicable

   e. Conversion charges for switching from floating to fixed interest and viceversa : Not Applicable

   f. Penalty for delayed payments : Refer Most Important Terms and Conditions section on website for detailed information

8. EMI (Equated Monthly Instalment) payable : ₹_____

9. Details of security/collateral obtained : Not Applicable

10. Date on which annual outstanding balance statement will be issued : Annual

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Legal Documentation Kit – Personal Loan

File Number _____

Customer Name _____

Address _____

_____

List of Documents

1. Demand Promissory Note
2. Agreement for Personal Loan
3. National Automated Clearing House (NACH)

User Note For Executing Legal Documentation Kit And Personal Loan Agreement

- This is the standard form for Personal Loan
- All blanks need to be filled in capital letters only
- Wherever there is an option provided in the agreement, please tick the option most appropriate and strike out the other, with the borrower(s) initials next to it
- The full signature of the borrower(s) is to be put in all place where there is a ☒ mark and initials of the borrower(s) where there is a ⊗ mark
- There should not be any amendments/overwriting/erasures/cuttings on any of the documentation set

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Demand Promissory Note

₹ _____

Place: _____

Date: _____

On demand I/we _____ (the 'Borrower(s)') jointly and severally promise to pay to The Hongkong and Shanghai Banking Corporation Limited (the 'Bank') an amount not exceeding ₹_____ (Rupees_____) with interest at the rate of _____% per annum from the date of disbursement till the date of final payment, with monthly/quarterly rests for value received, provided, however, that the Bank shall at any time and from time to time be entitled to give notice to me/us of its intention to reduce the aforesaid amount and/or charge interest at such rates as the Bank may specify.

₹1
(Revenue stamp)

₹1
(Revenue stamp)

☒ Borrower signature

☒ Co-borrower signature

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Agreement for Personal Loan

This PERSONAL LOAN AGREEMENT is made on the date and at the place as stated in the Schedule 1 hereto between the borrower(s) whose name and address is stated in Schedule 1 hereto, hereinafter called the 'Borrower(s)' (which expression shall unless the context otherwise requires, include his/her heirs, executors, administrators and permitted assigns) of **One Part;**

AND

The Hongkong and Shanghai Banking Corporation Limited, a Banking Company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and having its India Corporate Office at 52/60 Mahatma Gandhi Road, Fort, Mumbai 400 001 (hereinafter referred to as 'the Bank') (which expression shall unless repugnant to the context or meaning thereof be deemed to include a reference to its successors and assigns) of the **Second Part;**

The borrower(s) and the Bank are hereinafter collectively referred to as 'Parties' and individually as the 'Party'.

WHEREAS

The undersigned borrower(s) has/have requested for a Personal oan of an amount not exceeding ₹_____ Rupees_____only). The Bank has agreed to accede to the said request, subject to the borrower(s) executing such documents as may be required by the Bank from time to time. The borrower(s) understands that the Bank shall have the absolute right to reduce the loan amount or reject the loan application at its discretion and the Bank's decision about the amount to be granted to the borrower(s) shall be final and binding on the borrower(s) and the borrower(s) shall have no claim against the Bank for any reduced amount sanctioned to the borrower(s) or rejection of the loan application.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A. DEFINITIONS

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

i. **'Application form'** means, as the context may permit or require, the Personal Loan Application Form submitted by the borrower(s) to **The Hongkong and Shanghai Banking Corporation Limited (HSBC or Bank)** for applying for and availing of the loan, together with the Preliminary Credit Appraisal/Loan Application Form and all other information, particulars, clarifications and declarations, if any, furnished by the borrower(s) or any other persons from time to time in connection with the loan.

ii. **'Borrower(s)'** means and refers jointly and severally to the applicants and co-applicants (if any) who has/have been sanctioned/granted the Personal Loan by the Bank based on the application form submitted by such applicants and co-applicants to the Bank for availing of the Personal Loan and includes his/her/their heirs, legal representatives, executors and permitted assignees.

iii. **'Borrower(s) dues'** means and includes the outstanding principal amount of the loan, interest on the loan, all other interest, fees, costs, charges, expenses, stamp duty, and any other sums whatsoever, payable by the borrower(s) to HSBC in accordance with the loan terms and the transaction documents, as well as all other monies whatsoever stipulated in or payable by the borrower(s) under the loan terms.

iv. **'Business day'** means a day on which the relevant branch/ local office of HSBC, as specified in the application form, is open for normal business transactions.

v. **'Due date'** means the date(s) on which any amount in respect of the borrower(s) dues including the principal amounts of the loan, interest and/or any other monies, fall due as specified in the application form and/or the terms of this Personal Loan agreement and the other transaction documents.

vi. **'Equated Monthly Instalment (EMI)'** means the amount of monthly payment consisting of principal and interest necessary to amortise the loan amount with applicable interest within such period as may be determined by the Bank from time to time.

vii. **'Indebtedness'** means any indebtedness whatsoever of the borrower(s) at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).

viii. **'Loan'** means such amount of the loan/financial assistance not exceeding the amount mentioned in Schedule 1 hereto.

ix. **'Material Adverse Effect'** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the borrower(s) to perform or comply with any of their respective obligations under the loan terms in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the borrower(s).

x. **'Security'** means all security documents including demand promissory note or any other negotiable instruments executed by the borrower in favour of the Bank from time to time.

xi. **'Transaction Documents'** include all writings and other documents executed or entered into, or to be executed or entered into, by the borrower(s) or, as the case may be, any other person, in relation, or pertaining, to the loan and each such transaction document as amended from time to time.

1.B. In these terms and conditions of this agreement, unless the contrary intention appears:

i. A reference to:
An **'amendment'** includes a supplement, modification, novation, replacement or re-enactment and 'amended' is to be construed accordingly;
an **'authorisation'** includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration; **'law'** includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/ submission of the application form or thereafter and each as amended from time to time.

ii. The singular includes the plural (and vice versa).

iii. The headings in these standard terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the loan terms.

iv. Reference to the words 'include' or 'including' shall be construed without limitation.

v. Reference to a gender shall include references to the female, male and neuter genders.

vi. All approvals, permissions, consents or acceptance required from HSBC for any matter shall require the 'prior', 'written' approval, permission, consent or acceptance of HSBC.

vii. In the event of any disagreement or dispute between HSBC and the borrower(s) regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of HSBC as to the materiality of any of the foregoing shall be final and binding on the borrower(s).

BORROWER(S) COVENANTS

1. The borrower(s) shall:

   i. Promptly notify the Bank of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the loan terms and/or the other transaction documents being or becoming untrue or incorrect in any respect.

   ii. Promptly deliver to the Bank such statements/ information/accounts/records/reports/documents, financial or otherwise, as may be required by the Bank from time to time in relation to the loan, the borrower(s) business and operations, assets, etc. within the period specified by the Bank.

   iii. Promptly notify the Bank of any action or steps taken or legal proceedings started by or against him/her/them in any court of law for his/her/their insolvency, bankruptcy or for the appointment of a receiver, administrator, trustee or similar officer of/over any of the borrower(s) assets.

   iv. Promptly notify the Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the borrower(s) or his/her/their assets.

   v. Promptly notify the Bank of any circumstances and conditions which have/may have a Material Adverse Effect.

   vi. Promptly, and not later than 7 days from the occurrence of any of the following events, notify the Bank in writing with full details of the same: (a) death of any of the borrower(s), and (b) all changes in the location/address of any of the borrower(s) office or residence or place of business.

   vii. If required by the Bank, provide and furnish to the Bank, to their satisfaction, such security as required to secure the loan. Failure of the borrower(s) to do so shall result as an event of default.

2. The borrower(s) agrees and undertakes not to, and warrants and represents to the Bank that the borrower(s) shall not, utilise the loan for any antisocial, unlawful, or speculative purposes.

   The borrower(s) has read and understood the contents of this agreement by him at the time of availing the loan/loan(s) and agrees to abide by all the terms and conditions levied herein.

   The borrower(s) shall notify the Bank regarding the change in his/her/their status as a Resident/Non-Resident Indian, change of residence, change of employment/business including migration outside India for a temporary duration or otherwise.

   In the event that the borrower(s) wishes to change the repayment instruction on the loan to another account via electronic clearing service or Standing Instruction any account with the Bank, the borrower(s) shall provide the Bank with an updated instruction in the prescribed format.

3. The loan shall carry interest at the rate specified in Schedule 1 hereto, with monthly, quarterly or other rests, on the outstanding balance, in consonance with the policy of the Bank and the guidelines of Reserve Bank of India, with changes in the periodicity of rest, if any, being communicated to the borrower(s) by the Bank from time to time, provided that the interest payable by the borrower(s) shall be subject to the changes in interest rates made by the Reserve Bank from time to time. Disbursements under the loan shall be deemed to be made on the date the cheque(s)/pay order(s)/authorisation(s)/demand draft(s) are issued/made by the Bank and not on the date of their actual receipt, and if by credit, when credit is made by the Bank.

4. The borrower(s) shall repay the loan to HSBC in such number of EMIs, and on the due date(s) as is specified in the Agreement, time being of the essence of the contract. The Bank shall be entitled to vary/modify the EMIs (including increase the amount of one or more EMIs) in the event of changes to the interest rate on the loan including on account of changes in interest rates made by the Reserve Bank from time to time. The 'EMI' shall comprise both the principal amount of the loan and interest thereon.

5. The borrower(s) may repay/pay the monies in respect of the loan through any one of the following modes: The Electronic Clearing System (Debit Clearing) as notified by the RBI (NACH method)/ Standing Instruction for direct debit from the borrower(s) bank account with HSBC ('Direct Debit method' or 'SI') and as has been selected by the borrower(s) in the application form/agreement or as may be required by HSBC (hereinafter referred to as 'Repayment Instructions'). HSBC may, in its sole discretion, require the borrower(s) to adopt or switch to any alternate mode of payment and the borrower(s) shall comply with such request, without demur or delay. The method for payment as selected by the borrower(s) in the application form or the mandates given by the borrower(s) under any payment mode cannot be cancelled or revoked by the borrower(s) without prior consent of HSBC. If the borrower(s) cancels or revokes (or attempts to cancel or revoke) such mandates without the prior consent of HSBC, such acts of the borrower(s) shall be deemed to have been committed with a criminal intent and HSBC shall be entitled to initiate appropriate criminal proceedings against the borrower(s). The borrower(s) shall provide to the Bank a duly signed and attested NACH mandate or a Standing Instruction form before the disbursal of the loan.

6. The loan shall be repayable forthwith on demand and accordingly, notwithstanding, a repayment schedule for the loan, the Bank shall have the right to be paid forthwith on demand, the entire loan along with all other dues, including but not limited to interest, charges, penalties, cost, expenses, etc., in respect of the loan.

7. The repayment schedule for the loan, is without prejudice to the rights of the Bank to recompute the interest, in case of variation of the same, including on account of variation in interest rates made by the Reserve Bank from time to time, and on such recomputation payments shall be made by the borrower(s) in accordance with such amended repayment schedule(s) as may be intimated by the Bank to the borrower(s).

8. Processing Fees
The borrower(s) shall pay a one-time upfront fee specified in the schedule hereto, which fee shall be deducted by the Bank at the time of disbursal of the loan. The borrower(s) agrees that the above fee may also be utilised to partially defray expenses that may be incurred by the Bank towards documentation and other incidental expenses incurred in origination of the loan.

9. The due date for the repayment of EMIs shall be the 5th or 15th day of every month following the month of disbursement in respect of the loan. Strict compliance with the repayment schedule is an essential condition for the grant and continuance of the loan.

10. i. It shall be the borrower(s) responsibility to ensure to get the authorisation/attestation on the NACH mandate done or remove any other difficulties whatsoever from the borrower(s) bank within 7 days from the date of intimation to the borrower(s) by the Bank.

    ii. The Bank shall have the right to demand the outstanding dues and recall the entire loan amount as per the terms governing the loan agreement, in case of the borrower(s) EMI is not realised by the Bank due to the borrower(s) electronic fund transfer not being executed for whatever reasons.

    iii. The Bank shall also have the right to provide the borrower(s) credit history with the Bank on a regular basis to CIBIL which is an initiative of the Government of India and RBI and to other Credit Bureaus, as appropriate including instances, wherein the credit history is adversely affected due to the borrower(s) electronic fund transfer not being executed for whatever reasons.

11. Irrespective of the mode of payment selected by the borrower(s) in the application form, HSBC shall as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the EMI and all other amounts comprising the borrower(s) dues as expressed in the application form, by means of NACH, or utilising any other mode or manner of payment or repayment of the EMI and all other amounts comprising the borrower(s) dues, provided that such right of HSBC shall be without prejudice to its other rights under the loan terms, in case of any failure to receive the EMI or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever.

12. The borrower(s) shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any governmental authority or any other regulatory agency, whether in India or abroad and any costs and expenses incurred in relation thereto, on account of any interest tax or other tax, levies, charges, imposts, etc. levied by such government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.

13. The borrower(s) shall be liable for all amounts due and all costs, etc., incurred for any recovery and realisation proceedings in respect of the loan, including those by third party agents appointed by the Bank.

14. The borrower(s) shall pay all duties, levies, costs and other expenses incurred or suffered by the Bank in the course of and/or for reason of providing the loans and/or other sums to the borrower(s) including the costs, expenses (including attorney's fees) for enforcing this agreement or for recovery of the loan and all amounts payable under this agreement.

15. The following acts, as set out below, shall each constitute an 'Event of Default' by the borrower(s) for the purposes of the loan terms:

    i. Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the borrower(s) under the loan terms or on the part of any other person.

    ii. Breach of any representation, warranty, declaration or confirmation under the loan terms or any other transaction document has occurred/been committed and/or the borrower(s) has/have committed any fraud/ failed to submit any material information as required under the application form or thereafter.

    iii. The borrower(s) has, or there is a reasonable apprehension that the borrower(s) has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or becomes bankrupt or insolvent or if the borrower(s) has taken or suffered to have taken any action for insolvency or bankruptcy or if a receiver has been appointed or allowed to be appointed of/over all or any part of the properties of the borrower(s) or if an attachment or distraint has been levied on the assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the borrower(s) or if one or more judgements or decrees have been rendered or entered against the borrower(s).

    iv. It is or becomes unlawful for the borrower(s) or any person (including the Bank) to perform any of their respective obligations under the loan terms and/or any other transaction document.

    v. The borrower(s) is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.

    vi. An event of default, howsoever, described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any indebtedness of the borrower(s) with the Bank.

    vii. The Bank would be free to recall the loan, for any reason, whatsoever, including any of the information supplied by me/us regarding my employment, income and other personal defaults are found to be incorrect or false.

    viii. Death of the borrower(s), or any of them.

    ix. One or more events, conditions or circumstances (including any change in law) occur or exist, which in

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the sole opinion of the Bank, could have a Material Adverse Effect.

x. Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the borrower(s); or

xi. The borrower(s) fails to furnish any information or documents that may be required by the Bank; or

xii. If a NACH/SI in respect of any payment is not paid on the due date thereof; or

xiii. The borrower(s) commits a default of any of the terms and conditions in respect of any other loan or facility provided by the Bank and/or any companies/entities/subsidiaries/affiliates thereof under HSBC and/or any other bank/financial institution/society, etc; or

xiv. Where the borrower(s), or where the loan has been provided to more than one borrower(s), any of the borrower(s), dies; or

xv. The borrower(s) commits a default under any other agreement or contract entered into by the borrower(s) with the Bank or with any third party and the same is not remedied to the satisfaction of the Bank within such time as the Bank may in its absolute discretion specify; or

xvi. There exists any other circumstance, which, in the sole opinion of the Bank, jeopardises the Bank's interests.

16. Rights and Remedies of the Bank

The Bank shall have the unfettered right to reduce the loan amount or reject the loan application at its discretion and the Bank's decision about the amount to be granted to the borrower(s) shall be final and binding on the borrower(s) and the borrower(s) shall have no claim against the Bank for any reduced amount sanctioned to the borrower(s) or rejection of the loan application.

In the event of the borrower(s) committing any act of default and/or on the occurrence of any event of default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the borrower(s) and the Bank shall be entitled at its absolute discretion to inter alia:

i. On the happening of any of the events of default, the Bank may, by a notice in writing to the borrower(s) and without prejudice to the rights and remedies available to the Bank under the loan terms or any other transaction document or otherwise call upon the borrower(s) to pay all the outstanding balance of the loan together with interest and all sums payable by the borrower(s) to the Bank under this agreement and/or any other agreements, documents or instruments between the borrower(s) and the Bank.

ii. The Bank shall be entitled, at the sole risk and cost of the borrower(s), to delegate to one or more person(s) functions, powers and rights under this agreement relating to the administration of the loan, including the right and authority to collect the borrower(s) dues, and the Bank may (for such purposes) furnish to such person(s) (including the authorised signatory(ies)/representative(s), guarantor(s) of the borrower(s) such information, facts and figures pertaining to the borrower(s) as the Bank deems fit. The Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, including sending notices attending the residence and office of the borrower(s) or otherwise contacting the borrower(s) (including the authorised signatory(ies)/representative(s), guarantor(s) of the borrower(s), receiving cash/cheques/drafts/mandates from the borrower(s) (including the authorised signatory(ies)/representative(s), guarantor(s) of the borrower(s) and giving valid and effectual receipts and discharge to the borrower(s), as the Bank deems fit.

Notwithstanding the above, in the event of the borrower(s) committing any act of default and/or the occurrence of any event of default, the borrower(s) expressly accepts and authorises the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including the authorised signatory(ies), representative(s), guarantor(s), the adult family members, secretary, accountants, etc., of the borrower(s) and disclose all necessary or relevant information pertaining to the borrower(s) and the loan, and the borrower(s), hereby, consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The borrower(s) further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including authorised signatory(ies), representative(s), guarantor(s), the adult family members, secretary, accountants, etc., of the borrower(s)) towards discharge of the loan.

iii. The Bank shall not in any way be liable/responsible, by reason of exercise or non-exercise of any rights and remedies available to the Bank under this agreement.

iv. If any, one or more events of default shall have occurred, then the Bank shall, in addition to the various rights and remedies of the Bank referred to in the clauses above, be irrevocably entitled and authorised to contact and require the borrower(s) employers to make deduction(s) from the salary/wages payable by the employer to the borrower(s) and to remit the same to the Bank until all of the borrower(s) dues outstanding from the borrower(s) to the Bank is/are completely discharged. The deductions shall be of such amounts, and to such extent, as the Bank may communicate to (and instruct) the borrower(s) employers. The borrower(s) shall not have, or raise/create, any objections to such deductions. No law or contract governing the borrower(s) and/or the borrower(s) employer prevents or restricts in any manner the aforesaid right of the Bank to require such deduction and payment by the borrower(s) employer to the Bank. Provided, however, that in the event, the said amounts so deducted are insufficient to repay the outstanding borrower(s) dues to the Bank in full, the unpaid amounts remaining due to the Bank shall be paid by the borrower(s) in such manner as the Bank

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may in its sole discretion decide and the payment shall be made by the borrower(s) accordingly.

v. Banks shall have the right to exercise the Bank's **right of lien and set-off** over all monies lying in any accounts standing in the borrower(s) name maintained in the Bank.

vi. Without prejudice to the above, the Bank shall have the right to proceed against the borrower(s), independent of any right of lien/set-off to recover the outstanding dues from the borrower(s).

vii. Notwithstanding any suspension or termination of the loan, all rights and remedies of the Bank as per the loan terms and other transaction documents shall continue to survive, until the receipt by the Bank of the borrower(s) dues in full.

viii. The Bank shall be at liberty not to:

a. Allow drawings beyond the sanctioned limits.

b. Honour cheques, if issued, for the purposes other than agreed upon in the credit sanction letter.

c. Grant additional limits due to growth in business, etc., at its sole discretion and after review of the account and facilities and

d. Allow drawings if my/our borrowal account is classified as a Non Performing Asset (NPA) or due to non-compliance of the terms of sanction.

ix. HSBC shall, as it may deem appropriate and necessary, be entitled to disclose all or any: (i) information and data relating to the borrower(s); (ii) information or data relating to the loan, loan terms, transaction documents; (iii) obligations assumed/to be assumed by the borrower(s) in relation to the loan under the loan terms, the transaction documents; (iv) default, if any, committed by the borrower(s) in discharge of the aforesaid obligations, to the Credit Information Bureau (India) Limited (CIBIL) and any other agency authorised in this behalf by the RBI. CIBIL and/or any other agency so authorised may use and/or process the aforesaid information and data disclosed by the Bank in any manner as deemed fit by them. CIBIL and/or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf. All information and data furnished by the borrower(s) to the Bank from time to time shall be true and correct.

x. In case the borrower(s) commits any default in payment or repayment of the principal amount of the loan or interest/charges due thereon, the Bank and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of such default along with the name of the borrower(s) and/or its director(s)/partner(s)/co-applicant(s), as applicable, as defaulters in such manner and through such media as the Bank and/or RBI may, in their absolute discretion, think fit.

xi. The borrower(s) liability for repayment of the borrower(s) dues shall, in cases where more than one borrower(s) have jointly applied for the loan, be joint and several. If the borrower(s) is an individual doing business as a sole proprietary concern, the borrower(s) shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment/payments of all amounts in respect of the loan to the Bank.

17. The Bank shall have the right to recall the loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the loan and all other amounts stipulated by the Bank shall be payable forthwith.

18. The Bank would be entitled to invoke the acceleration clause 13 (i) in case of event of default for whatever reasons, i.e., the entire outstanding loan balance will become payable forthwith.

19. The borrower(s) shall promptly notify the Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an event of default and the steps, if any, being taken to remedy it.

20. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the borrower(s).

21. Any dispute, including about the interest computation, shall not entitle the borrower(s) to withhold payment demanded by the Bank and/or payment of any EMI.

22. The borrower(s) dues, shall not be revoked or cancelled or affected by the death or insolvency of the borrower(s) or any third party, and the Bank shall, so long as the whole (or any part) of the borrower(s) dues remains outstanding/payable to the Bank, be entitled to act upon and enforce all of its rights pursuant to, and in accordance with, the loan terms and the transaction documents executed by the borrower(s) and/or any other persons to/in favour of the Bank.

23. Prepayment by borrower(s)
The borrower(s) may prepay the entire outstanding balance of the loan after the expiry of the first six (6) months of the loan tenure. In such an event, the Bank shall be entitled to charge 3.75% (after 12 months of loan disbursal date for Balance Transfer cases) or any other rate which may be applicable at that time as per the Bank's policy, of the amount so prepaid as a prepayment fee, as well as a minimum prepayment amount, prepayment premium or discounted interest and/or other charges, plus applicable interest tax or other statutory levy. Prepayment will be applied to EMIs in inverse order of maturity. The interest and any other charges, etc., would be leviable till the end of the month in which the prepayment notice expires. The prepayment shall take effect only if NACH/SI has been cleared and proceeds thereof, realised by the Bank in clear funds. Any cash payments offered by the borrower(s) shall be subject to the Bank's sole discretion as to whether or not to accept the same.

24. The records maintained by the Bank shall be conclusive proof of the amounts outstanding from and due by the borrower(s). A certificate in writing signed by an officer of the Bank, stating the amount due at any particular time shall

be conclusive evidence as against the borrower(s). However, nothing herein shall prejudice the Bank's interests or rights, if there is any clerical or arithmetical error in the interest calculations due and payable by the borrower(s).

25. The entries made in the accounts/account books/records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of the Bank with respect to the borrower(s) dues, shall be final and binding on the borrower(s). Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the borrower(s) as therein recorded in respect of the loan and the borrower(s) dues.

26. In case the Bank recalls the loan upon/after the occurrence of an event of default, and the borrower(s) requests the Bank to accept part payment(s) of the borrower(s) dues and to permit the borrower(s) to continue repaying the EMI in future, the Bank may entertain/accept such requests, upon such further terms and conditions as the Bank may think fit and proper in its sole discretion. Any decision taken by the Bank not to allow such request(s) of the borrower(s) shall be final and binding on the borrower(s).

27. All notices or other communications under or in connection with the borrower(s) dues and/or the loan terms shall be given in writing at the last known address supplied by the borrower(s) and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (a) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (b) if sent by facsimile, when sent (on receipt of a confirmation to the facsimile number supplied by the borrower(s)). Provided, however, that no notice or communication to the Bank shall be effective, unless actually received and acknowledged by the Bank. Notices or communication may be made to: (i) the borrower(s) address or facsimile number to which notices are to be sent (as specified in the application form), and (ii) the Bank's office address or to such other address as may be designated by the borrower(s) and the Bank in writing to each other. In the event of any failure by the borrower(s) to notify the Bank in writing of any changes in his/her/their contact address or details, service of a notice/ correspondence to the address specified in the application form or last given by the borrower(s) shall be deemed to be proper and sufficient service on the borrower(s) irrespective of whether or not such notice shall be returned 'unserved' to the Bank.

28. The borrower(s) shall not assign or transfer all or any of its rights, benefits or obligations under the loan terms without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the loan terms and the other transaction documents. Notwithstanding any such assignment or transfer, the borrower(s) shall, unless otherwise notified by the Bank, continue to make all payments under the loan terms to the Bank and all such payments when made to the Bank shall constitute a full discharge to the borrower(s) from all its liabilities in respect of such payments.

29. Set-Off
The borrower(s), hereby, agrees that the occurrence of any event of default hereunder, shall also be treated as an event of default under any other facility being availed of by the borrower(s) from the Bank and/or any companies/ entities/subsidiaries/affiliates thereof in HSBC Group and the Bank is hereby authorised by the borrower(s) to retain and to continue to hold and/or set off/realise/sell any assets (including but not limited to fixed deposits and/or all monies and/or accounts standing in the borrower(s) name) of the borrower(s) held by the Bank as a security and/or otherwise and adjust the proceeds thereof towards repayment of the loan including any interest and other charges due and payable by the borrower(s) to the Bank and/or any companies/entities/subsidiaries/affiliates thereof in HSBC Group. The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits)
held/balances lying in any accounts of the borrower(s), whether in single name or joint name(s) of the borrower(s) and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of the Bank (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the borrower(s) in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the borrower(s) and/or as a result of any other facilities that may be granted by the Bank to the borrower(s).

The above authorisation in favour of the Bank is notwithstanding that the deposit(s) balances lying in the accounts mentioned above, may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the borrower(s) bankruptcy, death or winding-up. It shall be the borrower(s) sole responsibility and liability to settle all disputes/ objections with any such joint accountholders.

30. The borrower(s) expressly recognises and accepts that the Bank shall, with prior intimation to the borrower(s), be absolutely entitled and have full power and authority, to sell, transfer and/or assign to any third party or person as the Bank may decide the loan and all outstanding dues under this agreement in any manner, in whole or in part and on such terms as the Bank may decide including reserving to the Bank, the power to proceed against the borrower(s), on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the borrower(s) under this agreement. Any such sale or assignment shall bind the borrower(s) and the borrower(s) shall accept the third party as its sole creditor or creditor jointly with the Bank, as the case may be, and in such event, the borrower(s) shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due from the borrower(s) under this agreement.

31. The borrower(s) does hereby indemnify and agree to keep indemnified the Bank from time to time and at all times hereafter against all claims, costs, losses, damages, charges, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to the Bank by reason of any change in law, or in its interpretation or administration, under/in relation

to the application, the standard terms and the security, if any, to be created by the borrower(s)) and expenses that may be inured by the Bank by reason of any act or default on the part of the borrower(s) in respect of the loan and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the borrower(s) of any of the terms and conditions herein.

32. The borrower(s) accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the borrower(s), the facilities, any other transactions that the borrower(s) has with the Bank, the borrower(s) account, and the agreements and documents related to the facilities/loans and transactions, including but not limited to information relating to default, if any, committed by the borrower(s), in the discharge of the borrower(s) obligations in relation to the facilities/loans or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India (RBI) and/or to the Credit Information Bureau (India) Ltd. and/or to any other agency or body as authorised in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the facilities/loans, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The borrower(s) undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the borrower(s), as and when required by the Bank. The borrower(s) declares that the information furnished to the Bank from time to time is and shall be true and correct.

The Borrower(s)

(a) Accepts that the RBI or the Credit Information Bureau (India) Ltd. and any other agency so authorised, any statutory regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by the Bank in such manner as deemed fit by them in any particular circumstances; and

(b) Shall not hold the Bank at all responsible or liable in this regard.

33. The borrower(s) hereby undertakes to keep the Bank informed and authorises the Bank to update any change in the borrower(s) e-mail ID, telephone number, mobile number and address that the Bank may be informed of or be available with the Bank and/or any of the Bank's subsidiaries/affiliates/associates and/or any of the companies/entities/subsidiaries/affiliates thereof of HSBC Group and hereby authorises the Bank to contact the borrower(s), by post, fax, telephone, e-mail, SMS/text messaging. The borrower(s) hereby expressly authorises the Bank, its authorised representatives, agents, servants and third parties as appointed under the provisions of Clause 13, 14 and 15 to use the information provided by the borrower(s) to get in touch with the borrower(s) (including the authorised signatory(ies)/representative(s), guarantor(s) and third parties including the family members of the borrower(s)) whose information the borrower(s) has provided to the Bank.

34. The borrower(s) further acknowledges that the Bank shall also be entitled to disclose all aforesaid information/documents, etc., pursuant to the order/direction of the Court of law/Tribunal/Arbitrator, as and when required.

35. Without prejudice to all other rights as the Bank or any of the third parties appointed by the Bank may have under this agreement and under law, on the occurrence of an event of default, the borrower(s) may be sent reminders from time to time for settlement of any outstanding under the loan facility, by post, fax, telephone, e-mail, SMS text messaging via mobile phone.

36. Subject to the borrower(s) paying the EMIs in the manner provided in the agreement, and at the request of the borrower(s) in this regard, the Bank may at its sole discretion and subject to the applicable terms and conditions therefore, allow the borrower(s) to avail of a loan facility of an amount and tenor as is mutually agreed to between the Bank and the borrower(s). Such loan facility amount shall be sanctioned by way of exchange of letters on terms and conditions mentioned therein which will form part and parcel of this agreement and the amount will be disbursed to the borrower(s).

37. Any provision of the loan terms or any other transaction document, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability, but that shall not invalidate the remaining provisions of the loan terms or such other transaction document or affect such provision in any other jurisdiction.

38. No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under the loan terms or the other transaction documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under the loan terms and the other transaction documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the Bank's sole discretion.

39. Amendment Clause
The Bank has the absolute discretion to amend or supplement any of the loan terms at any time and will give prior notice of thirty days (30 days) by mailers, e-mail or any other channels or put up on the website as the case may be for such changes, wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the borrower(s). Further, the loan terms shall also be subject to the changes based on guidelines/directives issued by the RBI to banks from time to time.

40. In line with the directives of the Reserve Bank of India, the Bank would be free to disclose my/our names to any agency, regulator, entity, debt collection/recovery agent, legal practitioner and whomsoever, the Bank deems it fit and proper to recover its dues.

41. The Bank would be entitled to assign the outstanding debt arising out of this loan partly or fully in favour of one or more entities on such terms and conditions at the Bank's discretion, without seeking any consent from me/us.

42. Governing Law and Jurisdiction
The provisions of this agreement shall be governed by, and construed in accordance with the Indian law and the parties hereby expressly agree that the courts at _____ shall have exclusive jurisdiction in relation to all matters concerning and relating to this agreement.

All legal actions and/or proceedings arising out of/in connection with the loan, loan terms, the transaction documents shall be brought in/before the courts or tribunals at _____ in India and the borrower(s) irrevocably submits himself/herself/itself/themselves to the exclusive jurisdiction of such courts and tribunals.

IN WITNESS WHEREOF THE BORROWER(S) HAS/HAVE EXECUTED THESE PRESENTS ON THE _____ DAY OF_____ AT _____

Signed and delivered by the

Within named borrower(s)

_____

_____

☒

Signature: (Borrower(s))

Signed and delivered

By The Hongkong and Shanghai Banking Corporation Limited

(Authorised signatory)

_____

☒

HSBC

Schedule I

1. The name(s) of the borrower(s).

   i. _____

   ii. _____

   iii. _____

2. Address of the borrower(s).

   i. _____

   ii. _____

   iii. _____

3. The amount of loan, ₹_____

   (Rupees _____ only).

4. Security: Creating such security as may be required by HSBC from time to time.

5. Interest rate type: Fixed/Floating (delete as appropriate) on monthly reducing basis with monthly rest, if fixed rate of interest,

   Fixed rate of interest: _____%

   Applicable tenure for fixed rate: _____months

   If floating rate of interest,

   Current interest rate p.a.: HGLR+ _____=_____%

6. Equated Monthly Instalment : ₹_____

7. Number of EMI : _____

   Date of first instalment : _____

   Date of last instalment : _____

8. Foreclosure charges : _____

   Note: Foreclosure charge for HSBC staff including staff of Group companies is 1% of the outstanding. If the individual is no longer a staff when the loan is being foreclosed the regular foreclosure fee of 3.75% on the outstanding amount will apply.

9. The amount of other charges payable:

   i. Processing fees, ₹_____

   ii. Commitment charges, ₹_____

   The fees/charges specified are non-refundable and the rates of the same shall be changeable at the sole discretion of the Bank.

HSBC

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BT Take Over Letter

To

Date: _____

The Manager
HSBC, _____

Dear Sir/Madam

I request you to take over the below listed Personal Loan(s), details of which are mentioned below. I confirm that these loans are currently eligible for a takeover.

Thanking You

_____

My other bank Personal Loan details (Mandatory fields: 1, 2, 3, 6 and either of 4 or 5)

(A) FIRST LOAN

1) Name of the Bank/Financial Institution: _____
2) Type of Loan: _____
3) Original Loan Amount: _____
4) Current Outstanding: _____
5) Loan Start Date (mm/yyyy): _____
6) EMI: _____

B) SECOND LOAN

1) Name of the Bank/Financial Institution: _____
2) Type of Loan: _____
3) Original Loan Amount: _____
4) Current Outstanding: _____
5) Loan Start Date (mm/yyyy): _____
6) EMI: _____

HSBC

Issued by The Hongkong and Shanghai Banking Corporation Limited, India. Incorporated in Hong Kong SAR with limited liability.

From,

Name: _____

Address: _____

_____

_____

To,

HSBC Bank
Personal Loans,
India

Date: _____

Subject: Declaration for Over and Above dues

Dear Sir,

I/We also hereby declare that any amount over and above the outstanding amount, as mentioned in foreclosure/outstanding letter or disbursal advice for INR _____ of my existing loan a/c _____ from _____ bank at the time of taking over would be borne by me/us.

Thanks and Regards

(Name and Signature of the Customer)

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The Manager,
The Hongkong Shanghai Banking Corporation Limited, India

_____(Branch)

National Electronic Fund Transfer Form

Please credit proceeds of the Personal Loan applied by me/us, via National Electronic Funds Transfer facility (NEFT) of Reserve Bank of India (RBI) to my/our bank account, details of which are provided below:

1. Name _____ (As appearing on the bank account)

2. Particulars of the bank account you wish to credit

   a) Bank Name: _____

   b) Branch Name and address: _____

   _____

   c) India Financial System Code (IFSC): _____

   d) Account Type (Savings/Current): _____

   e) Ledger Number/Ledger Folio Number (if applicable): _____

   f) Account Number (As appearing on the cheque Book): _____

   _____

3. Loan amount to be Credited: _____

I/we hereby declare that the particulars given on this form are correct and complete.

I/We understand and agree that transfer of the loan amount to the above aforesaid account shall be construed as valid disbursal of the loan facility and that HSBC shall not have any liability in this regard. If the transaction is delayed or is not effected at all for reasons of incomplete or incorrect information, I will not hold the Hongkong and Shanghai Banking Corporation Limited responsible. I agree to discharge the responsibility expected of me as a participant under this scheme.

Signature of the customer: _____

Date: _____

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Debit Mandate Form NACH / ECS / DIRECT DEBIT

UMRN | | | | | | | | | | | | | | | | | | | | | Date D D M M Y Y Y Y

Sponsor Bank Code H S B C 0 2 I N D I A Utility Code N A C H 0 0 0 0 0 0 0 0 0 0 1 9 1 3

Tick (✓)

- CREATE ☑
- MODIFY ☐
- CANCEL ☐

I/We hereby authorise **HSBC CARDS AND LOANS** to debit

Bank a/c number

with Bank IFSC or MICR

an amount of Rupees ₹

FREQUENCY ☑ Mthly ☐ Qtly ☐ H-yrly ☐ Yrly ☐ As and when presented

DEBIT TYPE ☐ Fixed Amount ☑ Maximum Amount

Client ID Phone No.

Ref. ID E-mail ID

I agree for the debit of mandate processing charges by the Bank whom I am authorising to debit my account as per latest schedule of charges of the Bank.

PERIOD

From D D M M Y Y Y Y

To D D M M Y Y Y Y

Or ☐ Until Cancelled

Signature Primary Account Holder Signature of Account Holder Signature of Account Holder

1. Name as in bank records 2. Name as in bank records 3. Name as in bank records

- This is to confirm that the declaration has been carefully read, understood and made by me/us. I am authorising the User entity/Corporate to debit my account.
- I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the Bank where I have authorised the debit.

DEB_MAND_FOR_06/16

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PIL_COMB_FORM_06/2016

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