

KEY THINGS YOU SHOULD KNOW

- We, The Hongkong and Shanghai Banking Corporation Limited, India (HSBC/the Bank) offer Home Loans and Loan Against Property at floating rate of interest. From time to time we also offer fixed rate for Home Loans and Loan Against Property for specific loan tenures. For details, if fixed rate special offering is available, the offering features and the applicable terms and conditions, reach out to your Relationship Manager or visit the nearest HSBC branch or visit our website www.hsbc.co.in
- Floating rate loans are linked to our 3-month Marginal Cost of Fund based Lending Rate (MCLR), which is published on our website. Any change in 3-month Marginal Cost of Fund based Lending Rate (MCLR) will impact the interest rate on your loan. This will have a corresponding impact on your Equated Monthly Instalment (EMI) and/or loan tenure depending on our prevailing policy
- The facility offered on your loan is subject to certain fees/charges applicable before and after disbursement. Please refer to the 'Loan Service Charges and Fees' section of our website for details
- We request you to read the loan agreement carefully and ensure that key terms such as interest rate, loan amount, loan tenure, EMI, processing fees, pre-payment charges, if applicable, are clearly stated before you sign the agreement
- Your security documents need to be stamped/franked as per local stamp duty laws, at your expense. Your Relationship Manager would be able to advise you on the applicable stamp duty for your loan
- You are required to insure your property with an insurance company for loss due to fire, earthquake, floods and other damages, with The Hongkong and Shanghai Banking Corporation Limited, India being the beneficiary of the policy
- Interest on your loan will accrue on a daily basis and will be payable in EMIs through a Standing Instruction (SI) or letter of authority to debit your HSBC account.

In case of under-construction properties, the loan is disbursed in tranches and only interest will be levied on the amount disbursed. Until the disbursement of the full loan value, Pre-Equated Monthly Instalment (Pre-EMI)* i.e. only interest repayment on the disbursed loan amount, is payable. The Equated Monthly Instalment (EMI) including both interest and principal repayment starts only when the full loan value is disbursed. If you do not wish to avail of the full loan value, you need to inform us in writing and instruct us to convert the Pre-EMI to EMI. If no such instructions are received by the Bank, we shall continue to debit Pre-EMIs until the full loan value is disbursed

*Pre-EMI means interest on the disbursed loan amount from the date/dates of disbursement until the date of commencement of EMI at the rate indicated in final loan agreement/legal kit, and subject to changes from time to time

- You need to pay your EMI on the EMI date. Non-payment of EMI would impact, including and not limited to:
 - Your credit rating (reporting to Credit Bureaus)
 - Other loans availed of from HSBC

In addition to the above, the Bank may initiate collections and legal action to recover the dues; the Bank can recall the loan and the property can be attached

- Please seek independent professional tax advice for any tax related issues and implications on/of your loan
- We will notify you of any changes in the terms and conditions of this product with prior notice of one month

Summary of Key Terms¹

¹The information contained in this table summarises key product features and charges. It is not intended to replace any terms and conditions.

Quick facts

Product Features		For more information
Account Features	<ul style="list-style-type: none"> • Home Loan: Helps you fulfil your dream of purchasing your own home • Smart Home Loan: Enables you to save on interest payments and thereby reduce tenure of your loan • Loan Against Property (LAP): Raise funds against your residential property to take care of your business/personal needs • SmartLAP: A loan against your residential property that enables you to save on interest payments and thereby reduce tenure of your loan 	<p>Application Form - Loan Products (MITC)</p> <p>Refer Home Loans section on www.hsbc.co.in</p>
Product Offering	HSBC offers Home Loan and Loan Against Property at floating rate of interest. From time to time we also offer a fixed rate for Home Loans and Loan Against Property details of which can be sought from your Relationship Manager or you can visit the nearest HSBC branch or visit our website www.hsbc.co.in	
Financials		For more information
Interest Rates	<p>Floating rate loans are linked to our 3-month Marginal Cost of Fund based Lending Rate (MCLR) which is published on our website.</p> <p>Interest on your loan will accrue on a daily basis and any change in interest rates would correspondingly impact your Equated Monthly Instalment (EMI) and/or loan tenure.</p>	<p>Refer Home Loans section on www.hsbc.co.in</p> <p>Application Form - Loan Products (MITC)</p>
Marginal Cost of Fund based Lending Rate (MCLR)	<p>The Interest rate on your Floating Rate Loan is linked to HSBC's published 3-month Marginal Cost of Fund based Lending Rate (MCLR) and will be reset on a three monthly basis. The 3-month MCLR is published by the Bank at the beginning of every month, which will be the benchmark rate for loans that are disbursed in that month.</p> <p>The floating rate of interest on all the loans disbursed by the bank will be reset at an interval of 3 months from the month of loan disbursement. It will be reset against the 3-month MCLR published by the Bank in the month of reset. The reset will be done by the 7th calendar day of the month. (refer to the example below).</p> <p>A revision in the applicable rate of interest will lead to a revision in the Equated Monthly Instalment (EMI) or the loan tenure at the Bank's discretion. The revised loan interest rate will be notified to you by SMS, or E-mail or letter as per the Bank's prevailing policy; however SMS will be the preferred mode. Though the current benchmark rate applicable to your loan is the 3-month MCLR, the bank reserves the right to change the benchmark rate to a different maturity MCLR, with due notice to you. The applicable rate of interest rate on your loan is the 3-month MCLR plus the margin (spread). The margin charged to you will not be increased throughout the tenure of the loan, except on account of deterioration in the credit risk profile of the borrower.</p> <p>Example: Loans disbursed during Month 1 will be benchmarked against the 3-Month MCLR of Month 1. For all Loans disbursed during Month 1, the interest will be reset in Month 4 against the 3-Month MCLR published at the beginning of Month 4 (by the 7th calendar day of Month 4). The interest rate will continue to be reset every 3 months, i.e. in Month 7, 10 of the year and so on.</p> <p>Similarly, all loans disbursed in Month 2 will be reset against the 3-Month MCLR published at the beginning of Month 5 (by 7th calendar day of the Month 5). This will continue to be reset every 3 months, i.e. in Month 8 and Month 11 of the year, and so on.</p>	<p>For details on Service Charges and Applicable Cess refer 'Loan Service Charges and Fees' section on www.hsbc.co.in</p>
Processing Fees	A total of 1% of the loan amount sanctioned or ₹10,000 whichever is higher. Processing fee paid is non-refundable unless specifically communicated to you by the Bank.	
Conversion Fees	0.50% of limit outstanding or current account limit whichever is higher plus applicable taxes are payable at the time of converting the loan from Normal to Smart, Smart to Normal or within different variants of Smart loan.	

Non-utilization/Commitment fee (Applicable for Smart home loan/LAP)	Up-to 1% fees on amount above 25 % of the SHCF/SLCF sanctioned amount. In the event if the Excess Funds in the SHCF/SLCF account are more than 25% of the SHCF/SLCF sanctioned Amount ('Threshold limit'), then the Bank may at its sole discretion charge a Non-utilization/Commitment fee of 1% p.a. on the balance amount maintained over and above the Threshold. Example – If Non- utilization/Commitment fees is 1%, original sanctioned SHCF/SLCF amount is ₹2000,000 and limit defined as 25% i.e. ₹500,000/- In this scenario if the fund in the SHCF/SLCF account is ₹600,000, then the Non- utilization/Commitment fees of 1% will be charged on ₹100,000. (This is for illustration purpose only)	
Prepayment Charges	NIL prepayment charges for floating rate loans. For fixed rate loans, upto 4% for more than 25% of the loan amount sanctioned every financial year.	
Service Charges	Certain services are offered on the loan facility at respective fees or charges as specified in the tariff section.	

Note: Please be advised that applicable Indirect Taxes would be recovered on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax Laws.

Key Terms		For more information
Documents Required	KYC documents such as Proof of Identity, Proof of Address as per prevailing policy. Financial documents as per prevailing policy.	Refer Application Form - Loan Products (MITC) Details on the Bank's public website www.hsbc.co.in Detailed terms in the Loan Agreement
Security Documents	Your security documents need to be stamped/franked as per local stamp duty laws, at your expense.	
Conditions for Disbursement	Your loan disbursement is subject to certain terms and conditions, please refer to MITC (Most Important Terms and Conditions) for more details.	
Insurance	You are required to insure your property with an Insurance Company for loss due to fire, earthquake, floods and other damages, with The Hongkong and Shanghai Banking Corporation Limited, India being the beneficiary of the policy.	
Facility Advice Letter	You would be required to sign a Facility Advice Letter/Loan Agreement. Facility Advice Letter/Loan Agreement carries the key terms of your loan such as loan amount, loan tenure, interest rate of your loan.	
Repayment	You need to repay the loan in Equated Monthly Instalments (EMIs) on the EMI date. Such repayments need to be through a Standing Instruction from your HSBC account/through a letter of authority to debit your HSBC account.	
Default	You need to pay your EMI on the EMI date. Non-payment of EMI would impact, including and not limited to: <ul style="list-style-type: none"> Your credit rating (reporting to Credit Bureaus) Other loans availed of from HSBC In addition to the above, the Bank may initiate collections and legal action to recover the dues; the Bank can recall the loan and the property can be attached.	
Prepayment and Foreclosure	You can prepay/foreclose the loan by giving a notice in writing and pay in accordance with our rules of prepayment/foreclose, along with charges if any.	
Tax	Please seek independent professional tax advice for any tax related issues and implications on/of your loan.	
Disclosures	You acknowledge our right to provide details of your account to third party agencies for the purpose of availing support services of any nature by us, without any specific consent or authorisation from you or any joint applicants/add-on customers. Refer detailed MITC section for detailed disclosures.	

Your Voice

In case of any questions or further information, please contact your Relationship Manager who will be happy to help. You can also:

- Call our PhoneBanking service
- Visit us at any of our branches

All grievance/escalations should be marked to:

The Manager, Customer Care Centre,
The Hongkong and Shanghai Banking Corporation Limited,
Rajalakshmi, No. 5 and 7, Cathedral Road, Chennai - 600 086.

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

This MITC covers following loan products:

- i. Home Loan (Home Loan)
- ii. Smart Home (Smart Home)
- iii. Loan Against Property (LAP)
- iv. Smart Loan Against Property (SmartLAP)

1. Fees and charges

- The Home Loan account requires you to pay us fees for providing the services or maintaining the loan accounts as notified to you at the time of opening an account, requesting a service or effecting an instruction from time to time. A list of our fees and charges applicable on our Home Loan products are set out in the tariff section of this application form, and are updated on our website (www.hsbc.co.in). They are also available upon request at any of our branches across India
- You are requested to note that the tariff structure is subject to change with prospective effect from time to time at our sole discretion, however we will notify you a month in advance about any such change.
- However, please note that a month's notice would not be applicable to changes in interest rates and any charge levied as a result of regulatory requirements. Revised tariff would be displayed at our branches and on our website (www.hsbc.co.in)
- Please be advised that applicable indirect taxes and any other amount liable to tax under prevailing Indirect Tax Laws would be recovered on all our fees and charges
- You are required to note that the Late Payment Charge (LPC) will be applicable if the Equated Monthly Instalment (EMI) is not paid by the EMI date. The LPC also includes penal interest and charges for delayed instalments on account of cheque bounce or dishonoured Standing Instruction (SI)
- For additional information, you can visit any of our branches in India or call our PhoneBanking service

TARIFF SHEET	
Home Loan/Smart Home²	
Processing Fee (PF)	A total of 1% of the loan amount sanctioned or ₹10,000, whichever is higher, will be applicable as your PF plus applicable taxes*. The fee will be collected from you in two parts: ₹5,000 plus applicable taxes* is payable upfront along with the loan application and the balance PF plus applicable taxes* is payable before loan disbursement. Please note that the PF paid by you is non-refundable.
Non-utilization Fee (Applicable for Smart home loan)	Up-to 1 % fees on amount above 25 % of the SHCF sanctioned amount In the event if the Excess Funds in the SHCF account are more than 25% of the SHCF sanctioned Amount ('Threshold limit'), then the Bank may at its sole discretion charge a Non-utilization fee /Commitment fee of 1 % p.a. on the balance amount maintained over and above the Minimum Threshold. Example – If non- utilization/Commitment fee fees is 1%, original sanctioned SHCF amount is ₹2000,000 and limit defined as 25% i.e. ₹500,000/- In this scenario if the fund in the SHCF account is ₹600,000, then the non - Utilization fees/Commitment fee of 1% will be charged on ₹100,000. (This is for illustration purpose only)
For delayed instalments on account of cheque bounce or dishonoured SI	₹250 per instance.
Penal interest on the delayed instalments on account of cheque bounce or dishonoured SI	Additional 2% over and above the existing interest rate on your loan account will be charged for the overdue amount.
Prepayment charges	
For floating rate Home Loan	
For Home Loan and Smart Home Loan	NIL
For fixed rate Home Loan³ (Applicable if fixed rate is offered)	
Upto 25% of the loan amount sanctioned in every financial year	NIL
For amount more than 25% of the loan amount sanctioned in every financial year	3% of prepayment amount
Note:	
<ol style="list-style-type: none"> 1) The interest rate on your floating rate loan, effective 1 April 2016, is linked to the Bank's 3-month Marginal Cost of Fund based Lending Rate (MCLR) Any revision in the 3-month Marginal Cost of Fund based Lending Rate (MCLR) would also have an impact on your interest rate. 2) For processing prepayment requests, you are required to send, a written instruction communicating your desire to prepay and intent of reducing either of the loan tenure or EMI. In the absence of clear instruction, we would by default reduce the loan tenure. In case excess funds are received towards the loan account without any written instructions to prepay, for Smart Home Loans, the amount will be credited to the Smart Home account which will impact the available balance in the account. However for Home Loan, such excess amounts will be apportioned towards the principal amount of the loan. 	
² Fixed rate option is not available for Smart Home.	
³ Prepayment is permitted after a minimum of 6 months from the date of loan disbursement. The prepayment charges are applicable only during the fixed rate tenure. If you switch your loan to floating rate, prepayment charges will not be applicable.	
*Please note that basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST and State/Union Territory GST or Inter-State GST, as applicable, would apply on our fees and charges with effect from 1 July 2017.	

LAP/SmartLAP	
Processing Fee (PF)	A total of 1% of the loan amount sanctioned or ₹10,000, whichever is higher, will be applicable as your PF plus applicable taxes*. The fee will be collected from you in two parts: ₹5,000 plus applicable taxes* is payable upfront along with the loan application and the balance PF plus applicable taxes* is payable before loan disbursement. Please note that the PF paid by you is non-refundable.
Non-utilization Fee (Applicable for SmartLAP)	Up-to 1% fees on amount above 25% of the SLCF sanctioned amount. In the event if the Excess Funds in the SLCF account are more than 25% of the SLCF sanctioned Amount ('Threshold limit'), then the Bank may at its sole discretion charge a Non-utilization fee /Commitment fee of 1% p.a. on the balance amount maintained over and above the Minimum Threshold. Example – If non- utilization/Commitment fee fees is 1%, original sanctioned SLCF amount is ₹2000,000 and limit defined as 25% i.e. ₹500,000/- In this scenario if the fund in the SLCF account is ₹600,000, then the non - Utilization fees/Commitment fee of 1% will be charged on ₹100,000. (This is for illustration purpose only)
For delayed instalment on account of cheque bounce or dishonoured SI	₹250 per instance.
Penal interest on the delayed instalments on account of cheque bounce or dishonoured SI	Additional 2% over and above the existing interest rate on your loan account will be charged for the overdue amount.
Annual fee (only applicable for SmartLAP)	1% of limit outstanding ⁴ , payable on each loan anniversary ⁵ till the loan is completely repaid.
Prepayment charges	
For floating rate LAP and SmartLAP	
For LAP and SmartLAP	NIL
Prepayment charges (LAP)⁶ (Applicable if fixed rate is offered)	
Upto 25% of the outstanding loan amount once in every financial year	NIL
For amount in excess of 25% of the outstanding loan amount or more than one prepayment	4% of prepayment amount
Note:	
<p>1) The interest rate on your floating rate loan, effective 1 April 2016, is linked to the Bank's 3-month Marginal Cost of Fund based Lending Rate (MCLR). Any revision in the 3-month Marginal Cost of Fund based Lending Rate (MCLR) would also have an impact on your loan interest rate.</p> <p>2) For processing prepayment requests, you are required to send, a written instruction communicating your desire to prepay and intent of wanting to reduce either of the loan tenure or EMI. In absence of a clear instruction, we will by default reduce the loan tenure. In case excess funds are received towards the loan account without any written instructions from the customer, for SmartLAP, the amount will be credited to the SmartLAP account which will impact the available balance in the account. However for LAP, such excess amounts will be apportioned towards the principal amount of the loan.</p> <p>3) We do not offer fixed rate option for SmartLAP.</p> <p>⁴Limit outstanding means the principal portion (limit defined on system) that is outstanding as on that day. This does not include any interest or principal portion of the ledger balance which is overdue. The limit is reduced on a monthly basis in line with the expected principal payment.</p> <p>⁵ Loan anniversary is the day and month on which the loan was disbursed. Example: If your loan was disbursed on 20 May 2012. Then every year 20 May will be the loan anniversary.</p> <p>⁶Prepayment is permitted after a minimum of 6 months from the date of loan disbursement. The prepayment charges are applicable only during the fixed rate tenure. If you switch your loan to floating rate, prepayment charges will not be applicable.</p>	
Note:	
We reserve the right to vary charges or fees from time to time by giving you prior notice of not less than 30 days for any variation affecting fees and charges under our control or affecting your liabilities or obligations or for such reasonable period as we may specify in the case of other variations. We will immediately update, on our website, any changes to the tariff. If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account without having to pay any prepayment charge. We would not be bound by a month's notice for change in interest rates or any charge levied as a result of regulatory requirements.	
Service charges for all products	
Request for copy of property documents held with the Bank	₹500
Legal/Other charges	
Legal charges:	
Expenses incurred on proceedings under SARFAESI Act/proceedings under Section 138 of NI Act and/or other litigation on the account	As per actuals applicable to an overdue/delinquent account
Other charges:	
Expenses incurred on proceedings under SARFAESI Act/proceedings under Section 138 of NI Act and/or other litigation on the account	As per actuals applicable to an overdue/delinquent account

Note:

Please be advised that applicable Indirect Taxes and any other amount liable to tax under prevailing Indirect Tax Laws would be recovered on all our fees and charges.

Charges are applicable for relevant services, for the associated savings/current account. Please refer to the tariff schedule for such accounts displayed on www.hsbc.co.in for details.

We reserve the right to vary charges or fees from time to time by giving you prior notice of not less than 30 days for any variation affecting fees and charges under our control or affecting your liabilities or obligations or for such reasonable period as we may specify in the case of other variations. We will immediately update, on our website, any changes to the tariff. If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account without having to pay any prepayment charge.

We would not be bound by a month's notice for change in interest rates or any charge levied as a result of regulatory requirements.

*Please note that basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST and State/Union Territory GST or Inter-State GST, as applicable, would apply on our fees and charges with effect from 1 July 2017.

2. Services Offered***Home Loan/Smart Home/LAP/SmartLAP****Switching options**

From Home Loan to Smart Home and vice versa.

From floating rate to fixed rate and vice versa (Applicable if fixed rate is offered)

Switching from fixed rate to floating rate is allowed only after completion of fixed term.

Switching is not permitted from LAP to SmartLAP and vice versa.

Other Services

Request for change of EMI date, rescheduling of loans (increase/decrease in EMI/tenure).

Request for daily interest calculation details.

Request for duplicate amortisation schedule.

Request for duplicate copy of welcome pack (amortisation schedule plus facility advice letter plus list of documents).

Re-pricing request for an active account.

Request for change of Standing Instructions, change of repayment mode (cheque swap charges).

Copy of track record.

Copy of Credit Information Report (CIR).

*The services offered in this section are currently not chargeable to you.

3. Interest

- On a monthly basis, you would be required to repay the principal amount of the loan and interest on the loan at the rate as set out in the agreement
- Interest on your loan accrues on a daily basis and needs to be paid on EMI dates as mentioned in point No 4 herein
- If your EMI date falls on a Sunday/public holiday, your interest will be calculated inclusive of that day and debited on the next working day
- The interest rate on your Floating Rate Loan is linked to HSBC's published 3-month Marginal Cost of Fund based Lending Rate (MCLR) and will be reset on a three monthly basis. The 3-month MCLR is published by the Bank at the beginning of every month, which will be the benchmark rate for loans that are disbursed in that month.

The floating rate of interest on all the loans disbursed by the bank will be reset at an interval of 3 months from the month of loan disbursement. It will be reset against the 3-month MCLR published by the Bank in the month of reset. The reset will be done by the 7th calendar day of the month. (refer to the example below)

A revision in the applicable rate of interest will lead to a revision in the Equated Monthly Instalment (EMI) or the loan tenure at the Bank's discretion. The revised loan interest rate will be notified to you by SMS, or E-mail or letter as per the Bank's prevailing policy; however SMS will be the preferred mode. Though the current benchmark rate applicable to your loan is the 3-month MCLR, the bank reserves the right to change the benchmark rate to a different maturity MCLR, with due notice to you.

The applicable rate of interest rate on your loan is the 3-month MCLR plus the margin (spread). The margin charged to you will not be increased throughout the tenure of the loan, except on account of deterioration in the credit risk profile of the borrower.

Example: Loans disbursed during Month 1 will be benchmarked against the 3-month MCLR of Month 1. For all loans disbursed during Month 1, the interest will be reset in Month 4 against the 3-month MCLR published at the beginning of Month 4 (by the 7th calendar day of Month 4). The interest rate will continue to be reset every 3 months, i.e. in Month 7, 10 of the year and so on.

Similarly, all loans disbursed in Month 2 will be reset against the 3-month MCLR published at the beginning of Month 5 (by 7th calendar day of the Month 5). This will continue to be reset every 3 months, i.e. in Month 8 and Month 11 of the year, and so on.

- Your SmartLAP/Smart Home account can be used for other regular banking transactions. Excess funds over and above the EMI deposited by you into the account will result in savings on interest as the account will compute interest only on the net debit/ledger balance on a daily basis. This interest offset enables you to reduce the interest paid and thereby resulting in a reduced tenure of the loan.

However, in the event the Excess Funds in the SHCF/SLCF account are more than the Threshold Limit then the Bank may at its sole discretion charge Non-utilization/Commitment Fee as mentioned and agreed in the Facility Advise Letter.

The Customer acknowledges that the bank has discretion to change Non-utilization/Commitment fee or 'Threshold Limit' basis internal review with prior notification to the customer.

Changes in the rate of interest

Your floating interest rate loan is linked to our 3-month Marginal Cost of Fund based Lending Rate (MCLR). Any change in the 3-month MCLR would also have an impact on your rate of interest of your loan.

4. EMI Date

Your EMI date would be either the 1st or the 15th of every month following the month of disbursement. For loans disbursed between the 1st and the 15th, the EMI would fall on the 1st of the next month and for loans disbursed between the 15th and the 31st of the month, the EMI would fall on the 15th of the next month.

5. Condition for disbursement

- We may disburse the quantum of loan in lump sum or in instalments, at our own discretion depending on whether the property is under- construction or complete in all respects or existing for a certain number of years as acceptable to our internal policies
- We would also be at liberty to disburse the loan amount directly to the builder/seller/society as the case may be and also as requested/specified/ directed by you. We will not be responsible/liable in any manner whatsoever for any delay from your side in providing such request/specification/ direction. You will not claim any costs, charges and expenses in relation to any non-disbursal by us, due to any such delay from your side. If you authorise us to handover the disbursement proceeds to the aforesaid persons directly, then after such disbursement as per your instructions, we will be discharged from our liability to make the disbursement
- We would be free to stop disbursements of further instalments, on happening of any of the events which will affect the security created in any way, i.e. due to stoppage of construction, delay in construction, litigation, acquisition, requisition, reduction in the value of the security offered, on happening of any events as stipulated in the loan agreement under the heading 'Events of default' or for any other reason as deemed fit by the Bank
- Disbursements under the loan shall be made subject to fulfilment and compliance with the terms and conditions of the agreement for loan and furnishing of all other standard documents and writings executed by you and as specified by the Bank, including the following:
 - a. No event of default has occurred or is subsisting.
 - b. You furnishing an evidence that the disbursement requested by yourselves is required for the purpose for which the loan was initially approved.
 - c. You furnishing such documents, evidences and writings as may be required in connection with the requested disbursement.
 - d. No circumstances shall have occurred which in our opinion, may make it impossible for you to fulfil the obligations under documents executed or under the terms and conditions of the agreement for loan or other standard documents executed by you for availing of the loan.
 - e. You delivering the evidence to our satisfaction that all consents, approvals and permissions required to avail of the loan and to comply with all documentation related to availing of the loan including creation of security, is completed.
 - f. You need to insure the property with an insurance company, against loss by fire, earthquake, floods and other damages, with The Hongkong and Shanghai Banking Corporation Limited, India, as the beneficiary. You are required to furnish copy of the insurance policy with respect to the property(ies) endorsed in favour of HSBC as the financier/mortgagee.
- The disbursement shall be deemed to have been made to the borrower(s) on the date of actual disbursement of the loan on our bank's system or the date of the cheque or the payment advice whichever is earlier. Therefore, the interest on the loan shall accrue in favour of the Bank from the date of the disbursement or cheque/payment advice/pay order/transfer by the Bank whichever is earlier, irrespective of the time taken for the transit/collection/realisation of the cheque/pay order by the borrower(s). The EMIs on the loan will commence based on the date of disbursement of the loan
- In cases of under-construction properties, we shall have the discretion to disburse the loan without any conditions, however, we may exercise our discretion to disburse in certain circumstances, only after the construction/improvement of such property has commenced and you producing documentary proof to us. We shall make disbursements in stages as per the progress of work, in terms of our internal norms and guidelines. You shall not hold us responsible for any delay in the construction/giving possession of/completion of the property by the developer/ builder/society to yourselves or for quality, condition, fitness of the property even if we may have approved/sanctioned any facilities to such developer/promoter/builder/development authority or given you any information about such promoter/property/builder/development authority. You shall have to abide by all its obligations as required in case of availing of loan for an under-construction property

6. Loan Disbursement

Your pre-approval expires after 120 days post which a fresh pre-approval will have to be sought. The pre-approval may be kept open at the Bank's sole discretion. We may at our sole discretion recall the loan offer/pre-approval at any point of time.

7. Repayment

- You need to repay the loan in monthly instalments on the EMI date as mentioned in point No 4 herein. You are required to repay the loan EMI through Standing Instruction from your HSBC account/letter of authority to debit your HSBC account
- Your instalment amount would comprise of principal and interest, that are payable in EMIs as set out in the loan agreement/Key Fact Statement
- You would be required to pay outstanding balance, if any, pertaining to his loan account (after payment of all instalments) on the last EMI date as notified by us
- You would be required to pay the instalments, irrespective of you utilising any of the loan funds disbursed by HSBC from the loan account as per the disbursal advice signed by yourselves
- You need to ensure that the repayment instrument/instruction is honoured
Accordingly, you must ensure that:
 - a. Sufficient funds are available in the designated account to be debited.
 - b. You do not cancel/put stop payment on the cheques/instruments given towards the loan agreement.
 - c. You do not cancel or vary payment arrangement/Standing Instructions (unless required by us) given towards the loan repayment.
 - d. You do not close or change the account on which repayment instrument is drawn (unless you make an alternate arrangement for the repayment as agreeable to us).
- If you do not pay the instalment on or before the relevant EMI date; the outstanding loan amount and all accrued interest would become immediately due and payable. You would also be liable to pay the fee as set out in the Tariff Sheet

8. Default

- In the event of default (i.e. if the amount EMI is not paid by the EMI date or breach of any clause of the agreement), you will be sent reminders from time to time for payment of any outstanding on your loan 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. Any third party so appointed, shall adhere to the Indian Banks Association's (IBA) code of conduct on debt collection
- We will follow a defined process in accordance with our guidelines for recovery of dues. The process will involve sending you reminders via notice or by making personal visits and/or repossession of security. Our collection policy is built on fair treatment and persuasion
- As per The Reserve Bank of India guidelines, we provide credit information relating to any customer who has availed of a credit facility, to the Credit Information Bureau (India) Limited (CIBIL) or any other licenced bureau on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the loan account is regular or delinquent. In the event a loan account is delinquent as of the date of such reporting and the account is subsequently regularised, the status of the account will only be updated prospectively, at the time of the next monthly reporting. As per CIBIL, all changes in your status are updated within a maximum of 30 days. To avoid any adverse credit history with CIBIL, you should ensure that timely payment of the amount due on the loan amount is duly made

9. Prepayment and foreclosure

- You can prepay/foreclose the loan by giving a notice in writing and pay in accordance with our rules of prepayment/foreclose, along with charges if any (Please refer to the Loans – Service Charges and Fees section of our website for more details)
- If you make a prepayment/pay towards foreclosure by cheque, the payment will take effect only when the cheque is cleared
- Your original documents submitted to us, would be returned within 15 days of satisfactorily loan closure, as per the conditions of the loan agreement signed by you

10. Statement of account

We will send across a half-yearly statement of the loan account at your correspondence address registered on the Bank's record. If you have signed up for Internet Banking and electronic statement, a paper copy will not be sent to your correspondence address. If you need a copy of the statement of account, you may call our PhoneBanking service or visit our branch and request for a copy subject to the applicable fee.

11. 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.

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 you at the address/contact number provided by you at the time of account opening/updated in the Bank's records.

12. Sanctions

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.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

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.

13. Customer service We're here to help

If you have any questions or would like further information, please contact your Relationship Manager who will be happy to help.

You can also,

- Call our PhoneBanking service or
- Visit us at any of our branches or

Please note that all grievance/escalations should be marked to:

The Nodal Officer,
The Hongkong and Shanghai Banking Corporation Limited,
Rajalakshmi, No. 5 and 7, Cathedral Road,
Chennai - 600 086, India.

Nodal Officer e-mail: nodalofficerinm@hsbc.co.in

You may contact the Nodal Officer Team on +91-44-3911-1217 (Between 9:30 a.m. and 6:00 p.m.; from Monday to Friday).

14. Disclosures

- You acknowledge our right to provide details of your account to third party agencies for the purpose of availing support services of any nature by us, without any specific consent or authorisation from you or any joint applicants/add-on customers
- HSBC is required to provide information relating to credit history/repayment record of the customer to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005; including information relating to any default committed by the customer in discharge of the customer's obligation, as HSBC may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by HSBC from time to time. Such entities may further make available processed information or data or products thereof to banks/financial institutions and other credit grantors
- As per Indian Banks Association (IBA) guidelines, we provide information related to our charge on your property against the credit facility availed by you, to the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). The information would reflect with CERSAI till your loan account is operational with us. We will de-register our charge on CERSAI records within 30 working days of your loan closure
- We have right to recall the loan in the event of you failing to submit all/any post disbursement documents as prescribed by us
- You should seek independent legal advice on the legal status of property being purchased. In case you approach our empanelled lawyer for legal advice, they will do so on their own volition and we shall not be held liable for any disputes that you may have with them

15. Cross default and cross collateralisation

Your default on any other credit facility agreement or arrangement with the Bank or its successors-in-interest or with any of the affiliates or our Group companies, shall be deemed to be a default across all fund based or non-fund based facilities availed of by you with any of our entities. We shall, in the event of such default be entitled to exercise any or all our rights under the security documents executed by you with any of our Group entities.

16. Tax representation

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 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.

17. Smart Home/SmartLAP EMI calculation

Equated Monthly Instalment (EMI) means the amount of monthly payment consisting of principal and interest necessary to amortise the Smart Home Credit Facility amount/Smart Loan Against Property Credit Facility amount with applicable interest within such period as may be determined by the Bank from time to time. The EMI of your loan is calculated based on 31 days in a month. The interest will be computed on the outstanding ledger balance on a monthly basis based on the actual number of days. The principal amount will be the difference between the EMI and the interest amount calculated for the month. The EMI for Smart Home with rate of interest 10.00% and tenure of 240 months is more by ₹12 per lakh vis-a-vis a normal Home Loan.

18. Change of address & Mobile Number

You need to notify the Bank regarding change of residential address & Mobile Number due to relocation or any other reason and you need to intimate and get the new address and Mobile Number updated in the Bank's system within one week of such a change.

19. Foreign Exchange Management Act, 1999 (FEMA) guidelines for Non-Resident Indians

Loans disbursed to you should not be utilised for any of the activities listed herewith; the business of chit fund, or nidhi company, or agricultural or plantation activities or in real estate business, or construction of farm houses; or trading in Transferable Development Rights (TDRs), investment in capital market including margin trading and derivatives.

You are required to ensure that the loan amount disbursed to you is not remitted outside India. You should also ensure that the loan disbursed to you is not credited into your NRE/FCNR (B) accounts.

Non-Resident customers can repay the Home Loans or Loan Against Property by one of the following modes only: Debit to their NRE Account/ NRO Account/Inward remittance/liquidation of FCNR/sales proceeds of immovable property on which loan was granted/Close relative's (as defined in Companies Act, 1956) bank account.

20. Liberalised remittance scheme (LRS) guidelines

Please note that the Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the liberalised remittance scheme (LRS). Therefore, utilising the disbursed loan amount towards facilitating remittances under the liberalized remittance scheme (LRS) is prohibited.

21. General points

You should read this application form and the loan facility related documents and the loan agreement carefully; understand its contents before signing them. You should seek legal advice from your lawyers to ensure that you understand the contents, your obligations and the full consequences of signing it. These terms and conditions and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the accountholder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the accountholder does not close the account or cancel the services prior to the expiry of the notice period, the accountholder shall be deemed to have agreed to such change.

HOME LOAN APPLICATION PROCESS FLOW

Sr. No.	Steps	No. of days
1.	Customer discusses loan requirement with HSBC	
2.	Customer submits Home Loan application form, processing fee cheque of ₹5,000 plus applicable taxes and required documentation as per HSBC's policy	
3.	HSBC processes the application and communicates the decision of pre-approval/decline. Letter is sent to customer informing of this decision	4-5 working days post submission of complete documents
4.	On receipt of letter, customer submits property documents as applicable. HSBC completes evaluation of the property i.e. valuation and legal evaluation	37 working days post submission of copies of complete property documents
5.	Customer submits documents for finalisation of loan as per HSBC's policy along with the balance processing fee cheque	
6.	The loan is processed based on HSBC's policy	2 working days post submission of complete documents
7.	If the loan is sanctioned, customer submits loan agreement and other loan documents specified by HSBC for disbursal	
8.	Loan is disbursed post submission of loan agreement and other required documents by the customer	1 working day post submission of duly stamped and completed loan agreement
9.	Loan Pay Order is prepared	1 working day post loan disbursal
10.	HSBC dispatches welcome pack to the customer	7 working days post loan disbursal

Your loan will be disbursed in full or in instalments as per the schedule submitted by the builder and progress of construction as assessed by HSBC. As per our guidelines, the loan disbursal will be subject to clearance of legal and valuation reports. Please do note that your loan disbursal is at the sole discretion of The Hongkong and Shanghai Banking Corporation Limited, India. The above timelines are indicative and we would strive to meet them on a best effort basis.

7 Legal turnaround time (TAT) is 'State' specific.