

# Different needs, one answer

## Personal Loans from HSBC



## Personal Loan Application Form

### Key Things You Should Know

- The maximum loan amount that can be availed is ₹15 lakh. Select customers may be eligible for loans up to ₹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 as per the terms detailed in Schedule I of your Personal Loan agreement, by giving a written instruction to the Bank
- Refer to the 'Loan Service Charges and Fees' section on our website [www.hsbc.co.in](http://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 Information Companies (CICs))
  - 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](http://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
- 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
- The Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the Liberalized Remittance Scheme (LRS). Therefore utilising the disbursed loan amount towards facilitating remittances under LRS is prohibited.

**Definition** – 'Bank/HSBC India/HSBC' means The Hongkong and Shanghai Banking Corporation Limited, India (HSBC), a company incorporated with limited liability 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 their India Corporate Office in India at 52/60, Mahatma Gandhi Road, Mumbai - 400 001.

### Financial Documents Required

#### Salaried

- 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)

#### Self-employed/Proprietor

- 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

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



## Account Opening Information and Choice of Accounts

Please check  the relevant option  Applicant ID: \_\_\_\_\_

**A. Loan details**  New Personal Loan  Balance Transfer  Balance Transfer+Top Up  Top Up

**B. I have an existing HSBC relationship**

**Existing HSBC relationship**

Sole/First accountholder  Yes  No

Bank account  Yes  No

Joint accountholder 1  Yes  No

Loan account  Yes  No

Joint accountholder 2  Yes  No

Credit card  Yes  No

**C. Do you hold an account/product with HSBC in any other countries**  Yes  No

Country \_\_\_\_\_

Account number

Country \_\_\_\_\_

Account number

## Personal Details

Residential status  Resident  Non-Resident  Foreign national  Person of Indian Origin

Salutation  Mr.  Mrs.  Ms.  Mst.

Full name (In the order of First Name, Middle name, Last name)

Are you known by any other names:  Yes  No

Former/other Name/Maiden Name (If any) (In the order of First Name, Middle name, Last name)

Name (Same as per ID proof) (provide if different from Full name)

Date of birth

Gender  M  F  Third Gender

Place/City of Birth \_\_\_\_\_

Country of birth \_\_\_\_\_

Nationality/Citizenship of \_\_\_\_\_

Multiple Nationality  Yes  No

Nationality/Citizenship 1 \_\_\_\_\_

Nationality/Citizenship 2 \_\_\_\_\_

KYC number       (number would be given by the Central KYC registry) (If available)

PAN card Number       or  'Form 60 attached'

Father's name

Spouse's name

(If available)  
Mother's name

Marital status  Married  Single  Other \_\_\_\_\_

### My Identification details:

UID Aadhaar number (if eligible)     (only last 4 digits)

or if applied Enrolment number

or Virtual ID

Passport/NREGA Card

Expiry date of Passport

Voters ID/Driving Licence

Expiry date of Driving Licence

### Declaration for Aadhaar

I/We am/are voluntarily providing a physical copy of my Aadhaar card/e-Aadhaar card in a masked form to HSBC for the purpose of establishing my/our identity/address proof to set up a banking relationship and process instructions in relation to the same.

I hereby provide my consent for verification of my Aadhaar to establish its genuineness through such means acceptable as per UIDAI or under any Act or law from time to time. The consent and purpose of collecting Aadhaar have been explained to me and I confirm having understood the same.

I acknowledge that the Bank will store the said Aadhaar number in a masked form in their records and use the same for such purposes as may be permitted. I also acknowledge that the Bank has provided me/us with alternate options in terms of identity documents that could be provided in lieu of Aadhaar for setting up a banking relationship.

### Officially Valid Documents - Proof of Address (any one)

Aadhaar card  Passport  Voters ID  NREGA job card  Driving licence  Others \_\_\_\_\_

**Education:**  Undergraduate  Graduate  Postgraduate  Professional  Others \_\_\_\_\_

### Information required for Regulatory reporting purposes:

With the objective of monitoring flow of credit to minority communities and other categories, we request you to kindly provide the information as applicable to you:

**Minority Community:**  Sikh  Muslim  Christian  Zoroastrian  Buddhist  Jain  None of these

**Other Category:**  GEN  ST  SC  OBC  Others \_\_\_\_\_

### CRS - Individual Tax Residency Self-Certification

Please refer below section for definitions of reasons A, B and C.

Reason A The country where I am liable to pay tax does not issue TINs to its residents.

Reason B The accountholder is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C No TIN is required.

(Note: Only select this reason if the authorities of the country of tax residence entered in the table do not require the TIN to be disclosed)

	Country of tax residence	TIN details	Reason A/B/C	Reason if selected B
1.				
2.				
3.				

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you are still needed to provide additional information for the CRS as this is a separate requirement under the local regulation.

### Address - Residential and Employment

#### Current Residential address

Flat number and building name

Road number/name  Area and landmark

City  District  State

Country  Pin code  Telephone/Mobile number (Res.)   (STD code)

E-mail

1. Is this address residential and business  Yes  No

2. Is your current address same as permanent address  Yes  No  
(if No then please provide the address details in Additional Details Section)

3. Is this current resident address less than 3 years  Yes  No  
(if Yes, please provide the address details in Additional Details Section)

4. Years at present address  Years  Months

5. Current Address in the jurisdiction details where applicant is resident for Tax Purposes

Same as Current Resident address  Same as Permanent address  Others  (if others, please provide the address details in the Additional Details Section)

**House ownership**  Company residence  Fully owned private house  Mortgaged property  Rented house  Living with parents/relatives  
 Others  PG/hostel

**Address for Communication**  Current residential address  Permanent address  Company address

#### Office address

Company name:  Building name:

Road number/name  Area and landmark

City  District  State

Country  Pin code  Telephone (office)   (STD code)  (Extn#)

E-mail

### Employment details

**Employment status**  Employed (Salaried)  Self-employed

#### Salaried

##### Nature of organisation

MNC  Government  PSU  
 Public Limited  Private Limited  Proprietorship  
 Partnership  HUF  
 Others (please specify) \_\_\_\_\_

##### Occupation details

Senior Management  Manager/Executive  Non-Executive  
 Teacher  Police  Armed forces  
 Salaried  Seafarer

#### Self-employed

**Your firm is**  Proprietorship  Partnership  Private Limited **Employment Role**  Business Owner  Key Controller  Sole Trader

**To be filled by both salaried and self-employed customers:**

**Nature of business**  IT  Finance  FMCG  Pharmaceutical  Infrastructure  Textile  Construction  
 Automobile  Others (please specify) \_\_\_\_\_

#### If salaried/self-employed

Designation \_\_\_\_\_ Department \_\_\_\_\_

Annual Gross Salary \_\_\_\_\_ Annual Net Salary \_\_\_\_\_

Total no. of years in employment/business  No. of years in present employment/business

## My Loan Requirements

Personal Loan amount required for ₹ Personal Loan tenure required 

### Purpose of availing a Personal Loan

- Other consumer durable(s)  Children's Education  Travel/Holiday  Vehicle  Professional/Office equipment  Raw material  Medical Expense  
 House Renovation  Working capital (advertising, wages, rent, other costs)  Other business use  Other \_\_\_\_\_

### My Repayment Instructions

#### 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 Declaration

Are you and/or the joint applicant a director/ employee/ controller/ minority shareholder controller of The Hongkong and Shanghai Banking Corporation Limited (HSBC), its branches, subsidiaries or affiliates in HK or overseas (e.g. Hang Seng Bank), or other entities over which HSBC is able to exert control or a relative of such a person?

- Yes  No

If yes:

Name of self/relative	Staff Number	Relationship	Unsecured exposure granted by HSBC, its branches and its subsidiaries in INR

I/We confirm that I/we have obtained consent from the individuals listed above for the provision of their information to HSBC, its branches and its subsidiaries for the purpose of enabling HSBC to comply with the Banking Ordinance, Banking (Exposure Limits) Rules and/or any other similar laws and regulations and/or any related commitments to regulators in any jurisdiction from time to time.

I/We hereby authorise HSBC's branches and subsidiaries to disclose to HSBC information relating to their unsecured exposures granted by them exposures to the above persons for the purpose of verifying the information provided by me/us.

### Definition

- **"Relative definition (as per BELR)"** means: parent, grandparent or great grandparent; step-parent or adoptive parent; brother or sister; spouse; spouse's parent, step-parent or adoptive parent; spouse's brother or sister; son, step-son or adopted son; daughter, step-daughter or adopted daughter; and grandson, granddaughter, great grandson or great granddaughter.
- A company is under the "control" of a person if such person is-
  - an indirect controller (i.e. any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor appointed under Section 52 of the HongKong Banking Ordinance, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that they act on advice given by him in his professional capacity); or
  - a majority shareholder controller (i.e. any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary).

I/We hereby state and affirm that I/we have read and understood the definition and extent of list of entities under the aforesaid clause as listed at [www.hsbc.co.in](http://www.hsbc.co.in) and as may updated from time to time by HSBC in conformity with their internal and Group requirements.

I/We hereby declare and confirm that either of the 2 scenarios (A) or (B) described below is/are applicable.

### Scenario (A)

- (where the borrower(s) is an individual): I/ We do hereby declare that I/we am/are not director or guarantor or specified near relation of a director of a banking company (including directors/senior officers of HSBC) or directors of Subsidiaries/Trustees of Mutual Funds/Venture Capital Funds set-up by HSBC or other banks.

### Scenario (B)

- I/We do not fulfil/comply with the declarations stated in Scenario (A) above

In case Scenario (B) is applicable please provide the following details

	1.	2.
Related to (Applicant/Co-applicant Name)		
Relationship Type (Self or Relative/Near Relation)		
Name of the Person		
Entity Name to which I am/Relative is associated		

The scope of the term 'relative'/'near relation' 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

## Additional Section for Address Details

### Other residential address

#### Previous address (if resident at current address for less than 3 years)

Flat number and building name					
Road number/name			Area and landmark		
City			District		
Country			State		
Pin code			Telephone/Mobile number (Res.)		
				(STD code)	
Years at previous address	Years	Months			

#### Permanent address

Flat number and building name					
Road number/name			Area and landmark		
City			District		
Country			State		
Pin code			Telephone/Mobile number (Res.)		
				(STD code)	

#### Current Address in the jurisdiction details where applicant is resident for Tax Purposes

Address Type:  Residential/Business  Residential  Business  Registered office

Flat number and building name					
Road number/name			Area and landmark		
City			District		
Country			State		
Pin code			Telephone/Mobile number (Res.)		
				(STD code)	

## Customer Declaration and Consent

I/We do hereby certify that the information provided by me/us in this application form is true and correct in all respects and HSBC 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). I/We undertake not to use the credit facility being availed herein for remittances for capital account transactions under the Liberalised Remittance Scheme (LRS) 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.

- I/We consent and authorise HSBC to generate subsequently an additional report through Credit Information Companies (CICs) 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/E-mail 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 /registered email ID as mentioned in this application form.

#### Note:

I/We understand that as a pre-condition, relating to grant of Personal Loans, the Bank requires consent for the detailed 'Terms & Conditions' (available at Personal Loans section at official website [www.hsbc.co.in](http://www.hsbc.co.in) & also e-mailed to borrower) which is to be read and understood by me/ us and in case of any clarification, I/ we will contact the bank officials for same.

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

#### Interest Illustration

- 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	-	-	-
1 <sup>st</sup>	195,635	7,031	2,667	4,365
2 <sup>nd</sup>	191,212	7,031	2,608	4,423
3 <sup>rd</sup>	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

**CRS and CKYCR Declaration/Consent clause:**

I have read and understood the information requirements and the Terms and Conditions mentioned in this Form (and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform HSBC for any modification to this information promptly. I further agree to abide by the provisions relating to 'Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOL) provided in Rules 114F to 114H of the Income Tax Rules, 1962'.

I authorize you to update your records basis the above information. I also authorize you to share the given information provided by me with the any statutory/regulatory authorities, as appropriate or HSBC group entities.

I understand that the details provided in the form will be reconciled with your existing records and any discrepancy thereof will be duly highlighted to me for further rectification/ updation of records.

I acknowledge that the information contained in this form and information regarding the accountholder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the account holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the accountholder (or am authorized to sign for the accountholder) of all the account(s) to which this form relates.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I under take to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I hereby consent for receiving information from Central KYC Registry through SMS/Email on the above mentioned registered number/email address.

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to HSBC and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

To enable HSBC India and other members of the HSBC Group\* in providing HSBC Advance services.

I/We fully authorise HSBC India and such other member of the HSBC Group, to share all information relating to me/us and my/our accounts, including, without limitation, any personal information and other credit information maintained with or obtained by HSBC India (including those obtained from credit reference agencies) and other members of the HSBC Group.

I/We further authorise HSBC India and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information (including, without limitation, information relating to the debts), relating to me/us, as they shall consider necessary in connection with the provision of HSBC Advance services.

I/We acknowledge and agree that any such sharing or transfer of information will be on a confidential basis and that HSBC India or HSBC Group offices or other third party service providers, whether located in India or overseas, 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.

I/We hereby confirm having agreed to receive all service communications from HSBC India on an ongoing basis through e-mails sent to the e-mail IDs registered by me/ us with HSBC India. The communication may include account related information, certificates, bank notices and account statements

**E-mail Statement:**

I/We agree to receive the account statement on e-mail and HSBC India will send the Statement in an electronic format to my e-mail ID specified on HSBC India's records in lieu of physical statements. I/We shall notify HSBC India of any change in my/ our e-mail ID. HSBC India will be deemed to have delivered the statement to me/us upon HSBC India not receiving a delivery failure notification. Should I/We experience any difficulty in accessing the electronically delivered statement, I/we shall promptly advise HSBC India for delivery through alternate means. Failure to advise HSBC India of such difficulty within 30 days after receiving the statement shall serve as an affirmation regarding the acceptance of the statement by me/us. I/We confirm(s) that I/we is/are aware of all security risks involved in receiving the electronically delivered statement. I/We agree(s) that I/we shall not hold HSBC India in any way responsible for the same. I/We agree that the statement will not be generated if no transactions are effected during the stipulated period of the statement cycle. I/We agree that duplicate statements of past transactions are issued against payment of charges as per HSBC India's current Tariff. In case of receiving e-statements through HSBC Internet Banking, I/We agree to be bound by the terms and conditions mentioned on the website www.hsbc.co.in.

I/We also undertake to indemnify HSBC India for any loss (including but not limited to tax liability, interest and penalty) suffered by HSBC India as a result of either relying upon this declaration or due to my/our delay/default in confirming the change, if any, of the declarations mentioned above. This indemnity shall survive the termination of relationships held by me/us with HSBC India.

**1. Marketing offers**

I hereby agree to receive marketing communications through telephone call/E-mail/SMS on various products/features/promotion offers provided by the Bank. I understand that in case I DO NOT wish to receive marketing offers or the marketing communication, I can register for 'Do Not Call and Marketing Opt Out' service through Bank's website www.hsbc.co.in or other channels as may be offered by the Bank.

**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.

**Photographs**

1	Please sign across your photograph and the account opening form after it has been pasted on the form.
1 <sup>st</sup> applicant	

**Applicant signature**

Date: \_\_\_\_\_

**Relationship Manager / Sales Representatives confirmation**

I certify that the signature(s) and photograph(s) of the accountholders shown in this form are genuine and correct.

- 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.

Employee name \_\_\_\_\_

Employee number

\_\_\_\_\_  
Signed in my presence (by Bank staff)

Please tick the applicant category as applicable:

- |                                                  |                                                       |                                                   |
|--------------------------------------------------|-------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Cards (pre-selected)    | <input type="checkbox"/> Top-up (pre-selected)        | <input type="checkbox"/> Liability (pre-selected) |
| <input type="checkbox"/> Liability accountholder | <input type="checkbox"/> Corporate Employee Programme | <input type="checkbox"/> Cards (pre-qualified)    |
| <input type="checkbox"/> Top-up (pre-qualified)  | <input type="checkbox"/> Liability (pre-qualified)    | <input type="checkbox"/> Staff                    |
| <input type="checkbox"/> Award Staff             | <input type="checkbox"/> Others _____                 |                                                   |

Priority Sector Lending (PSL)  Yes  No

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## Agreement for Personal Loan

This agreement for personal loan 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.

And

**The Hongkong and Shanghai Banking Corporation Limited**, a Banking Company incorporated under the Companies Ordinance of the Hongkong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hongkong 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).

### WHEREAS

The undersigned Borrower(s) has/have requested for a Personal Loan of an amount not exceeding ₹ \_\_\_\_\_ Rupees \_\_\_\_\_ only (hereinafter referred as "Loan or Loan Facility") and the Bank has agreed to accede to the said request, subject to the Borrower(s) tendering requisite documents, executing present agreement and such documents as may be required by the Bank from time to time.

The Borrower(s) understands that pursuant to Loan application the Bank shall have the absolute right to grant/reject/change the loan amount/tenure/EMI/rate of interest as per its internal credit policy and the Bank's decision in this regard shall be final and binding.

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

- 1) **Interest, Fees, Charges, Cost and Payment:** The parties agree that interest, fees, charges and payment (pre-payment and partial payment) would be as per terms stated vide Schedule 1 of this Agreement. The Borrower further agrees that:
  - a) Borrower(s) shall pay stamp duty as applicable to this agreement and undertakes to pay or reimburse to the Bank, all statutory charges/ stamp duties as may be payable/applicable in future, due to adjudication by tax authorities or enhancement/amendment to the loan facility.
  - b) Borrower(s) shall pay any charge, sum levied on the account due to dishonour of any repayment instructions.
  - c) Borrower(s) shall pay any charge, sum, cost, which the Bank would reasonably incur pursuant to enforcing to demand of dues, enforcement on breach of contract or on initiation of any recovery proceedings.
  - d) Borrower(s) shall pay a one-time upfront fee specified in the schedule 1 hereto, which fee shall be deducted by the Bank at the time of disbursal of the Loan. The Borrower(s) agrees that the said 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.
- 2) **Repayment of Loan through Equated Monthly Instalments (EMI):** The Borrower(s) shall repay the loan, and the interest payable thereon, in monthly instalments as per repayment Schedule specified in the Schedule I. The Borrower agrees that:
  - a) Borrower(s) shall pay regular EMI, irrespective of any dispute on the Loan Facility, including but not limited to that relating to the interest computation.
  - b) Bank shall be entitled to vary/modify the 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 of India from time to time.
  - c) Borrower(s) shall repay the monies in respect of the Loan through any modes updated to the Bank, like The Electronic Clearing System (Debit Clearing)/ Standing Instruction for direct debit from the Borrower(s) bank account held with HSBC ('Direct Debit method' or 'SI').
  - d) Borrower(s) agrees that 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. Any delay in the payment of an EMI shall entail an additional interest of 2% p.a., above the agreed rate as per Schedule I upon the outstanding balance of the Loan.
  - e) Borrower(s) can only prepay the entire outstanding balance of the Loan after the expiry of the lock-in period as specified in Schedule I of the Loan Agreement. In such event, the Bank shall be entitled to charge prepayment charges/fee (as specified in Schedule I), on the amount so prepaid. Prepayment charges/fees as levied will be applied to the EMIs in inverse order of maturity.
- 3) **Borrower(s) undertaking, representations and duties:**
  - a) Borrower(s) shall promptly notify the Bank of any circumstances and conditions which have/may have a material adverse effect (the effect or consequence of any event or circumstance which is or is likely to be adverse to the ability of the Borrower(s) to repay the Loan dues or perform/ comply with any of the respective obligations agreed under this Loan agreement). This may include but not be restricted to breach of terms agreed vide this agreement, updation to the Bank about death of an applicant, commencement of Insolvency/ Bankruptcy/ Criminal/ Recovery proceedings.
  - b) Borrower(s) not use the Loan for an antisocial, illegal, unlawful, speculative activities or contrary to the purpose as specified in the Loan application form.
  - c) Borrower(s) shall solely be responsible for fulfilling, any tax related obligation arising from availing this Loan.
  - d) The amortization schedule as shared by the Bank while processing of Loan, gives indicative repayment schedule and is subject to change based on the repayment track, change in interest rate.
  - e) The records maintained by the Bank shall be conclusive proof of the amounts outstanding and due from the Borrower(s).
  - f) Borrower(s) agrees to indemnify and agree to keep indemnified the Bank from time to time and at all times thereafter against all claims, costs, losses, damages, charges, expenses and liability of any kind or nature whatsoever and expenses that may be incurred 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 on account of failure of the Borrower(s) of any of the terms and conditions herein.
  - g) Borrower(s) liability for repayment of the dues shall, in cases where more than one Borrower(s) have jointly applied for the Loan, be joint and several.
  - h) Borrower(s) undertakes to keep the Bank informed of any change in his/her e-mail ID, telephone number, mobile number, address and employment details. The Borrower authorises the Bank to update the contact information change that the Bank may be informed of and hereby authorises the Bank to contact the Borrower at the updated contact details, by post, telephone, e-mail, SMS/text messaging.



- i) The Borrower(s) would commit an event of default (i) if there is a failure to pay the agreed dues or any fee, charges or costs or an EMI for more than 15 days, from the date when it became due (ii) if there is breach of terms and conditions agreed herein or a misrepresentation of facts made while availing the Loan Facility (iii) if the Borrower is declared insolvent (iv) if there is initiation of criminal or a judicial proceeding, which the Bank thinks impacts its interest (v) there exists any other circumstance, which, in the sole opinion of the Bank, impacts the Bank's interest. If the Borrower(s) commits an event of default then the Bank shall be entitled to (i) call upon the Borrower to pay forthwith the total outstanding balance of the Loan account together with interest (ii) exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank (iii) exercise any other right as deemed appropriate in the interest of the Bank.
- j) Borrower(s) agrees that the 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.
- k) Borrower(s) agrees that pursuant to banks obligation to ensure adherence to financial crime compliance, the Bank may, take appropriate actions in form of using, screening, intercepting, combining borrower(s) information with other related information in the possession of the Bank and/or making further enquiries in this regard, and the borrower(s) would assist the Bank, with furnishing of information, and not raise objection to same.
- l) Borrower(s) agrees that 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. Further he Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if 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.

**4) Disclosure of Information:**

- a) 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 Loan Facility, any other transactions that the Borrower(s) has with the Bank, the Borrower(s) account, and the agreements and documents related to the Loan Facility 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 Loan Facility 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 Companies (CICs) 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 Loan Facility, 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.
- b) Borrower(s) agrees that the Bank may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive personal data, for purposes, including but not limited to data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products, marketing financial services or related products, customer recognition on bank's website, offering relevant product and service offers to customers, etc. Bank may share your information with all its group companies/entities/ subsidiaries/affiliates and/or any other bank/financial institution/society, etc. as necessary, for the aforementioned purposes.

**5) Miscellaneous:**

- a) Any dispute arising from this agreement would be exclusively adjudicated by courts situated at the city where the Loan Facility account is opened.
- b) The parties agree that they can amend or supplement this agreement by executing an amendment agreement in writing.
- c) The Borrower(s) agree that he/she shall not assign or transfer all or any of its rights, benefits or obligations under the Loan terms without the approval of the Bank. However, the Bank may, at any time, assign or transfer to any third party, 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.
- d) The borrower(s) agrees that on occurrence of default, not only under this Loan Facility but also default in payment of dues in any other existing credit facility held with the Bank/or any other entity of its group company, the Bank shall have the right to recover complete dues, by exercising the right of lien and set-off (retaining/continue to hold and/or sell any assets/security/monies, lying in any account(s) standing in the borrower(s) name maintained with the Bank). This right of Bank shall be paramount, 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.
- e) The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.
- f) The Borrower(s) agrees that he/she has fully read the terms and conditions and has tendered true and correct details for availing this credit Loan Facility.
- g) The Loan amount should be disbursed within 30 days from the date of sanction and may be kept open at the sole discretion of the Bank. Based on internal credit policy, the Bank may at its sole discretion cancel the drawdown of the Loan.
- h) In the event that the Borrower(s) applies for a new top-up Loan and the same is sanctioned by the Bank, the disbursed amount of the new Loan, will be first utilised to close the existing Loan and the balance amount will then be disbursed to the applicant.
- i) The Bank shall have the right to recall the Loan at any time at its discretion by serving an advance notice, and upon such recall, the Loan and all other amounts stipulated by the Bank shall be payable forthwith. The Borrower(s) agrees to be liable for all amounts due and all costs, charges, penalties, expenses etc., incurred for any recovery and realization proceedings in respect of the Loan, including those by third party agents appointed by the Bank.

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)

Signed and delivered  
By The Hongkong and Shanghai Banking Corporation Limited

\_\_\_\_\_  
Signature: (Borrower(s))

\_\_\_\_\_  
(Authorised signatory)

## Schedule I

1. The name(s) of the Borrower(s): \_\_\_\_\_

2. Address of the Borrower(s): \_\_\_\_\_

\_\_\_\_\_

3. The amount of Loan (Rupees): \_\_\_\_\_

4. Purpose of Loan: \_\_\_\_\_

5. Interest rate type: Fixed on monthly reducing basis with monthly rest,

Fixed rate of interest: \_\_\_\_\_ %

6. Processing fees: ₹ \_\_\_\_\_

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

7. Applicable tenure for fixed rate: \_\_\_\_\_ months

8. Equated Monthly Instalment : ₹ \_\_\_\_\_

9. Date of first instalment: \_\_\_\_\_

Date of last instalment: \_\_\_\_\_

10. Prepayment Charges: \_\_\_\_\_

Lock in Period: \_\_\_\_\_

**Note:** Borrower(s) can partially prepay up to a maximum of 20% of the original disbursed Loan amount, across 2 transactions in a year. Please note that the year in such case will mean and include a period of 12 months from the Loan disbursal date. Full or partial prepayment of Loan can only be done as per terms of Schedule I of the Agreement.

11. Penal Interest @ 2% over and above the applicable rate of interest on the delayed instalments.

12. The Borrower(s) understands that the above mentioned loan amount/tenure/EMI/rate of interest may change as per the Bank's internal credit policy, and in such circumstances Borrower will be required to sign an Amendment Agreement as prescribed by the Bank, prior to disbursal of the loan.

Borrower(s) Signature: \_\_\_\_\_

## Mandatory Details in case of BT

I/We hereby authorise HSBC 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.

Details	Loan 1	Loan 2	Loan 3
Name of The Bank/Financial Institution			
Type of Loan			
Original Loan Amount			
Current Outstanding			
Loan Start Date (mm//yyyy)			
EMI			

I/We also hereby declare that any amount over and above the outstanding amount, as mentioned in foreclosure/full prepayment/outstanding letters or disbursement advice for ₹ \_\_\_\_\_ of my existing loan account numbers \_\_\_\_\_ from \_\_\_\_\_ Bank(s) at the time of taking over would be borne by me/us.

Customer Signature: \_\_\_\_\_

## National Electronic Fund Transfer Form

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

- Name: \_\_\_\_\_ (As appearing on the bank account)
- Particulars of the Bank account you wish to credit:
  - Bank Name: \_\_\_\_\_
  - Branch Name and Address: \_\_\_\_\_
  - Indian Financial System Code (IFSC): \_\_\_\_\_
  - Account Type (Savings/Current): \_\_\_\_\_
  - Ledger Number/Ledger Folio Number: \_\_\_\_\_ (if applicable)
  - Account Number: \_\_\_\_\_ (As appearing on the cheque book)
- 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 disbursement 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.

Customer(s) Signature: \_\_\_\_\_

## Letter Of Authority

Authority to debit A/C No: \_\_\_\_\_

Please debit my/our above mentioned Account number with ₹ \_\_\_\_\_ being the Processing fees for Personal Installment Loan sanctioned to me.

I/We further authorize you to debit the above account with ₹ \_\_\_\_\_ for \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ being the equated monthly installment for the above loan.

Customer Signature: \_\_\_\_\_



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**Bank use section**

Does the customer have or are they applying for one lower risk product? (excluding credit cards)  Yes  No

Is the customer applying for or already has a Credit Card only product  Yes  No

Is the customer applying for or already have Minimum Risk Insurance products only?  Yes  No

State the number of HSBC credit cards held by the customer : \_\_\_\_\_

**Note:** If customer has 5 or more cards, complete full CDD.

Walk-in/Face to face sourcing:  Yes  No

Channel Type –  Branch  MSF  MSF -TPSA  Contact Center  Postal  Digital

Does the Jurisdiction of Tax Residency appear inconsistent with the Customers residential address(es), correspondence address(es) and nationality/Citizenship or TIN provided?  Yes  No

Has the Customer's Identity been verified in line with the required standards and have true copies of the original documents been obtained?  Yes  No

Is the customer able to provide required ID?  Yes  No

Specify category of special circumstances

- Benefit or Social Welfare claimants
- Individual in care homes / sheltered accomodations/ refuge
- Individuals on probation
- Prisoners
- Students
- Minors
- Individual who lack the capacity to manage their own affairs
- Economic Migrants
- Refugees
- Asylum seekers
- Other \_\_\_\_\_

Is a CDD Risk Acceptance request required to be submitted to Business and FCC  Yes  No

Was the CDD Risk Acceptance request approved by Business Risk/FCC?  Yes  No

Will the Customer be premier Top Tier (to identify HNWI)?  Yes  No

Is a manual EDD trigger required for the customer?  Yes  No

What are the categories of Products the customer is opening?

- ATM or Debit Card
- Credit Cards
- Current A/c
- Savings A/c
- Fixed Term Loan-Unsecured

Confirm the purpose of opening the account(s) is consistent with the expected account activity and the Customer's profile, including their Source of Funds and Source of Wealth (where applicable)?  Yes  No

Provide the rationale for the upwards revision of the risk rating and any other relevant information that you wish to note in relation to the Customer that may affect their application? \_\_\_\_\_

Why is the Customer applying for an account in a country/territory which is not their country of residence?

**KYC completed and Account record checked by (To be checked by the account opening staff)**

Employee name \_\_\_\_\_ Employee Designation \_\_\_\_\_

CEP code/category (A/B/C) \_\_\_\_\_ Employee Signature

Date of submission of all documents       Staff number

Your branch \_\_\_\_\_ Your cluster \_\_\_\_\_

Name of HSBC Relationship Manager \_\_\_\_\_ HSBC Secondary Relationship Manager code \_\_\_\_\_

**For MSF/Branch Channels - KYC completed and account opening authorised by (Branch Manager/Regional Head/Designated AOA details)**

AAA aligned to customer profile  Yes  No

I have verified the name of the customer on AOF with the KYC documents provided and confirm that it meets the standards of CDD.

I also hereby confirm that customer's photo on PI and PA (if photo ID) matches with the photo on AOF  Yes  No

Branch Manager/Regional Head name \_\_\_\_\_ Branch Manager/Regional Head staff number

Branch Manager's/Regional Head's signature

**Bank Copy**

**Acknowledgement**

Personal Loan Application Received on \_\_\_\_\_ (DD/MM/YYYY)  
Complete document set\* received on \_\_\_\_\_ (DD/MM/YYYY)  
File Reference No \_\_\_\_\_

\_\_\_\_\_  
Sales Representative Signature                      Applicant Signature

\*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

**Customer Copy**

**Acknowledgement**

Personal Loan Application Received on \_\_\_\_\_ (DD/MM/YYYY)  
Complete document set\* received on \_\_\_\_\_ (DD/MM/YYYY)  
File Reference No \_\_\_\_\_

\_\_\_\_\_  
Sales Representative Signature

\*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

