

Personal Account Opening Form

New Account holders (Residents only)

The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India)

Notes

- Please produce separate documents to evidence proof of identity and proof of address (the only exception being a valid passport, which will be accepted as both proof of identity and proof of address)
- Please produce the original document for each photocopy submitted
- Please fill the form in capital letters
- Please countersign any overwriting
- Please avail of the nomination facility
- For service charges and tariffs, please visit www.hsbc.co.in or your nearest branch

Account Opening Requirements

- Completed Account Opening Form
- Passport size photograph for each account holder signed on the front
- Any ONE Document to evidence Proof of Identity (List A) and Proof of Address (List B) from sole and all joint account holders
- PAN Card (This is mandatory. If PAN Card not available, please submit form 60/61)

List A

- Passport
- Election/Voter's ID
- Permanent driving licence
- Government employee ID card
- Defence ID card
- PAN card

List B

- Passport
- Election/Voter's ID
- Permanent driving licence
- Ration card*
- Society outgoing bill (only from registered societies)
- Electricity/water/telephone bill
- Property tax bill
- Domicile certificate with address issued by Municipal Corporation

*Ration card is not accepted as a proof of residential/permanent address in the state of Gujarat and Maharashtra or in those states where the ration card specifically states that it has been issued only for 'ration purposes'

Account Opening Information

A. Types of accounts:

- Savings Account - It is the most common operating account mainly for individuals. A Savings Account helps people to put through day-to-day banking transactions besides earning interest on the balances maintained in the account.
- Current Account - These accounts are maintained for mainly business purposes. No interest is paid on the balance in the Current Account.
- Term Deposits - Gives you assured returns and creates wealth at low risk. You may open such accounts in the following styles -
 1. Singly - this refers to sole accounts
 2. Joint - an authorisation from all the joint account holders is required for every transaction
 3. Joint (Either or Survivor) - any one of the joint account holders can authorise the transaction in his individual capacity
 4. Joint (Former or Survivor) - the joint account holder can operate the account after the lifetime of the 'Former'
 5. Joint (Latter or Survivor) - the joint account holder can operate the account after the lifetime of the 'Latter'
 6. Or in any other style - please specify in case of any other signing

B. Confirmation of account opening:

Your welcome kit containing your account details such as your personalised cheque book, Debit Card, Credit Card application form, a leaflet for Phone Banking and Internet Banking and the Code of Bank's Commitment to Customers will be dispatched to your correspondence address once your account has been opened.

You can also avail of the InstantWelcome Pack from the branch which includes a cheque book, Debit Card, Credit Card application form, a leaflet for Phone Banking and Internet Banking and the Code of Bank's Commitment to Customers.

C. Access to your Account:

You can access your account with ease and convenience through:

- Internet banking at www.hsbc.co.in
- PhoneBanking numbers
- ATMs & branches in India

The 'Code of Bank's Commitment to Customers' was released by the Banking Codes and Standards Board of India (BCSBI) in July 2006. HSBC India is a member of the BCSBI. To obtain your copy of the Code please visit www.hsbc.co.in or one of our branches.

Please open an account at your Branch as per the details below:

Personal Details (Sole/First Account holder/Minor)

Mr./Mrs./Ms.:

Former/Other Name (if any)-Mr./Mrs./Ms.:

(Supporting documents are required for Former / Other name)

Date of Birth: Nationality:

Residential Address:

Flat No. & Bldg. Name:

Road No./Name:

Area and Landmark:

City: Pin Code:

Telephone:(Res) (STD Code) (Off): (STD Code) (Fax): (STD Code)

Permanent Address if Different:

Flat No. & Bldg. Name:

Road No./Name:

Area and Landmark:

City: Pin Code:

Telephone:(Res) (STD Code)

Mobile No: E-mail:

Existing HSBC Account No. (if any)

In case of a minor please provide details:
(Name of Parent and Natural Guardian)

Name of Father/Spouse:

Personal Details (Joint Account holder 1/Guardian)

Mr./Mrs./Ms.:

Former/Other Name (if any)-Mr./Mrs./Ms.:

(Supporting documents are required for Former / Other name)

Date of Birth: Nationality:

Residential Address:

Flat No. & Bldg. Name:

Road No./Name:

Area and Landmark:

City: Pin Code:

Telephone:(Res) (STD Code) (Off): (STD Code) (Fax): (STD Code)

Permanent Address if Different:

Flat No. & Bldg. Name:

Road No./Name:

Area and Landmark:

City: Pin Code:

Telephone:(Res) (STD Code)

Mobile No: E-mail:

Existing HSBC Account No. (if any)

Name of Father/Spouse:

Personal Details (Joint Account holder 2/Guardian)

Mr./Mrs./Ms.:

Former/Other Name (if any)-Mr./Mrs./Ms.:

(Supporting documents are required for Former / Other name)

Date of Birth: Nationality:

Residential Address:

Flat No. & Bldg. Name:

Road No./Name:

Area and Landmark:

City: Pin Code:

Telephone:(Res) (STD Code) (Off): (STD Code) (Fax): (STD Code)

Permanent Address if Different:

Flat No. & Bldg. Name: _____
 Road No./Name: _____
 Area and Landmark: _____
 City: _____ Pin Code: _____
 Telephone:(Res) _____
 (STD Code)

Mobile No: _____ E-mail: _____
 Existing HSBC Account No. (if any) _____
 Name of Father/Spouse: _____

Mailing Address (If different from the First Account holder's address)

Company Name & Department/
 Flat No. & Bldg. Name: _____
 Road No./Name: _____
 Area and Landmark: _____
 City: _____ Pin Code: _____
 Telephone:(Res) _____ (Off:) _____ (Fax:) _____
 (STD Code) (STD Code) (STD Code)

Mobile No: _____ E-mail: _____

Details of Introduction by Existing Customer (If applicable)

HSBC Customer (Name) _____ A/c No: _____
 I confirm that I have personally known the applicant(s) for more than six months and his/her address is as stated under Personal Details.
 Introducer's Signature _____

PAN Declaration

Permanent Account Number (PAN) _____
 (Please strike off whichever is not applicable)

	Sole/First A/c holder	Joint A/c holder(1)	Joint A/c holder (2)
1. My PAN number	_____	_____	_____
2. Copy of Form 60 / 61 attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Account Details

Choice of Account Savings Current Fixed Deposits SmartMoney (Savings / Current)
Mode of funding Cash Cheque No. _____ Debit A/c No. _____ Draft No. _____
Amount ₹ _____ (If you are opening more than one account, please indicate appropriately each account.)

Details of Fixed Deposit
Types of Deposit Ordinary Cumulative
Amount ₹ _____ (If you are opening more than one deposit, please indicate below)
 No. of Deposits: _____ of ₹ _____ each
Period on ordinary deposit _____ Days/Months/Year(s) **Interest payment** to my A/c No. _____
TDS payment option Designate my HSBC India A/c No. _____ towards recovery of TDS
 Designate my HSBC India A/c which is allotted to me by the Bank on submission of this account opening form
Maturity Instructions: **The amount due to me/us on maturity should be** Renewed for _____ Days/Months/Year(s)
 Repaid to A/c No. _____
 Repaid via RTGS/NEFT (Kindly fill up a separate form for RTGS/NEFT)

Notes

- Your Fixed Deposit will automatically be renewed for the same period at the prevailing interest rates on maturity if we do not receive prior notice before maturity.
- The sole/first deposit holder will be usually regarded as the beneficial owner of the fixed deposit and considered as the payee for the purposes of income tax deduction at source (TDS) from the interest on such deposit.
- TDS, when due and applicable will be deducted in accordance with the provisions of the Income Tax Act, 1961 and the Rules thereunder as in force. Such TDS shall be recovered from Saving/Current/Demand Deposit a/c(s). Please designate the account from where you would like the TDS amount to be deducted for all existing accounts. Please also provide details of the designated account as and when you renew/place additional deposits with HSBC India. For cumulative deposits, in case of non designation of an account or lack of funds in the designated account, or if you hold only cumulative Term Deposit account/s at HSBC India, the TDS (where applicable) would be recovered from the Interest being accumulated to / paid on the deposit. For ordinary deposits, in the absence of a revert from you for designation of the applicable account or if the designated account is out of funds, or if you hold only ordinary Term Deposit account/s at HSBC India, HSBC India will recover TDS (where applicable) from the maturity proceeds or from the encashment proceeds (in case of premature encashment) of the deposit. Please contact our branch and submit the necessary documents in case lower TDS applies as provided by the relevant tax treaties. These documents should be submitted along with the Account opening Form and also before the start of each new financial year. HSBC India reserves its right to reject any such claims. Hence any claim for refund of TDS will lie directly with the Government of India and HSBC India will not be liable in any manner.
- For senior citizen and other due TDS exemption claims, please ask for and attach the necessary forms available with the staff at our branches. Please note that these forms have to be submitted along with the application form as well as at the beginning of each financial year thereafter.
- The Bank, on request from a depositor, would allow withdrawal of a Fixed Deposit before completion of the period of the deposit agreed upon at the time of placement of the deposit subject to penalty on premature withdrawal of Fixed Deposit as may be applicable as per the table appended below (For Resident and NRO Deposits only):

Date of Placement of Fixed Deposit (FD)	Penal Rates		
	FD Value: < ₹1.5 Mn	FD Value: ₹1.5 Mn < ₹40 Mn	FD Value: ₹40 Mn and above
On or after 01 April 2011	1%	1.5%	2%

The interest paid will be lower by the Penal Rate (as may be applicable to the value and date of placement of the Fixed Deposit as defined in the above table) than the rate prevailing on the date of placement of the deposit for the period for which the deposit remained with the Bank or the contractual rate, whichever is lower. No interest will be paid on premature withdrawals of deposit which has remained with the Bank for less than the minimum period for which deposits were being accepted for the said currency and deposit type, as on the date of placement of deposit.

- Premature termination of the Term Deposit Account will be permitted to survivor(s) in case of death of one of the joint account holders or against joint request by all legal heirs in case of death of all joint account holder(s) as per the terms of contract. However in case of premature term deposit termination, interest will be paid at the applicable interest rate for the period for which the deposit remained with the bank. Such premature withdrawal will not attract any penal charge.
- In case of Joint account holders where one of the account holder is a Senior Citizen, kindly note that Senior Citizen Term Deposit Interest Rate will only be applicable provided the Senior Citizen is the 'First holder' on the said term deposit.

Company name

1. Department _____

Nature of Business _____

2. Department _____

Nature of Business _____

3. Department _____

Nature of Business _____

Other Existing Bank Accounts if any:

Name of the Bank/Branch: 1. _____

2. _____

3. _____

Code	Education	1	2	3
1.	Under Graduate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Graduate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Post Graduate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Professional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Code	Monthly Income	1	2	3
1.	Zero Income	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Less than ₹10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	₹10,000 - ₹25,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	₹25,000 - ₹50,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Above ₹50,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Job Title

1. _____

2. _____

3. _____

Reason for Account opening

Please specify _____

Customer Declaration

I/We confirm having received, read and understood the Account Rules, and hereby agree to be bound by the Terms and Conditions governing the account(s).

I/We declare that the information given herein by me/us is true and correct, which the Bank is entitled to verify directly or through any third party agent. I/We also agree that, if any such declarations made by me/us are found to be incorrect, the Bank is not bound to pay any interest on the account(s) opened by me/us and is entitled to terminate the account relationship.

I/We agree and accept that the Bank may need to share or transfer data or information about me/us to any third party service provider, whether located overseas or in India, who provides outsourced services to the Bank in connection with the operation of the Bank's business, in accordance with the applicable guidelines of the Reserve Bank of India. Any such sharing or transfer of information will be done strictly on a confidential basis and the Bank will endeavour to maintain strict confidentiality of such information. However, the Bank or such 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 will also be liable to comply with the relevant rules of the **Foreign Exchange Management Act of 1999**, and the rules and regulations made thereunder and any amendments thereto.**For Debit Cardholders:** I/We confirm having read and understood the Terms and Conditions of usage of the Debit Card and agree to be bound by the same. I/We undertake to intimate the Bank and surrender my/our card before proceeding overseas on permanent employment and/or emigrating and/or changing my/our nationality. I/We confirm that the Debit Card to the minor (issued to minors above 16 years only), be issued with my/our consent.**For ATM Funds Transfer:** I/We authorise the Bank to transfer funds from my/our account through the ATM, subject to the Bank's policies, to third party beneficiaries as specified during operation of the ATM.**For Mobile Alert Subscribers:** I/We wish to avail of the Mobile Alert Services and receive SMS Alerts on my mobile phone number registered with the Bank. I/We have read and understood the Terms and Conditions related to the service (a copy of which is available as part of the Account Rules on www.hsbc.co.in). I understand that the Bank may, at its absolute discretion, discontinue the service completely or partially without any notice to me/us. I/We agree that the Bank may debit my/our account for service charges as per the prevailing tariff from time to time. I/We accept and agree to be bound by the above-mentioned Terms and Conditions and to any changes made therein from time to time in the future. I/We undertake to intimate the Bank immediately in the event of any change in my mobile phone number. I/We also understand that the SMS Alerts under this service may contain certain Personal and/or Account information. I/We also understand and acknowledge that while the Bank will make all reasonable efforts to ensure that the my/our personal/account information is kept confidential, the SMS Alerts cannot be guaranteed to be completely secure and the Bank shall have no liability in this regard.**Consent Clause:**

1. I/We, understand that as a pre-condition, relating to grant of the loan/advances/other non-fund-based credit facilities to me/us, the bank, requires my/our consent for the disclosure by the bank of, information and data relating to me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

2. Accordingly, I/We, hereby agree and give consent for the disclosure by the bank of all or any such:

- (a) information and data relating to me/us;
- (b) the information or data relating to any credit facility availed of/to be availed, by me/us, and
- (c) default, if any, committed by me/us, in discharge of my/our such obligation.

as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and/or any other agency authorised in this behalf by RBI.

3. I/We, declare that the information and data furnished by me/us to the bank are true and correct.

4. I/We, undertake that:

- (a) the CIBIL and/or any other agency so authorized may use, process the said information and data disclosed by the bank; and
- (b) the CIBIL and/or any other agency so authorised may furnish for consideration, the processed information and data of products thereof prepared by them, to banks/ financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.

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

I understand, I/We need to maintain an Average Monthly Balance of ₹75,000 in a combination of savings account / current account and fixed deposits including a minimum monthly balance* of ₹25,000 in the savings account / current account, OR Smart Money facility with a minimum fixed deposit of ₹200,000.

I/We understand that the requirement to maintain an average monthly balance of ₹75,000 in this account is specially waived in view of my being a Home Loan/Corporate Salary Account holder. As and when I cease to qualify for this waiver, I will need to maintain the applicable average quarterly balance so as to avoid the charges /fees for non-maintenance.

Signing Instruction: Singly Any one or Survivor Jointly by _____ or by Survivor(s)
 Joint (Former or Survivor) Joint (Latter or Survivor) Any other _____

I certify that the signature(s) and Photograph(s) of the account holders shown in this form are genuine & correct

Signed in my presence (by bank staff)

Employee Name _____

Employee Number _____

Customer Signatures:

1st Applicant	2nd Applicant	3rd Applicant
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Date:

Photographs

1
"Please sign across your photograph and the account opening form after it has been pasted on the form." /1st Applicant

2
"Please sign across your photograph and the account opening form after it has been pasted on the form." /2nd Applicant

3
"Please sign across your photograph and the account opening form after it has been pasted on the form." /3rd Applicant

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

SmartMoney Account

I/We have request the Bank to sanction me the SmartMoney Facility. I/We have understood and agree to be bound by the Terms and Conditions governing SmartMoney Account Facility (SMA Facility) and amendments thereof as may be published by the Bank on its website for time to time.

- I/We are aware that the SmartMoney facility (SMA Facility), is a fluctuating overdraft facility, against the security of lien on the Single/Joint fixed deposits with the Bank, details of which are as given in the account opening form received by the Bank. Under the SMA facility, I/We can withdraw up to 90% of the total amount in the linked fixed deposit account(s), and the renewal(s) thereof, with the Bank or such lesser sum and for so long as the Bank in its sole discretion may deem fit at the following interest rate,
 - Interest on amount overdrawn will be charged at the rate of 2% over the weighted average of the interest rates applicable on the fixed deposits subject to a maximum of the Bank's Prime Lending Rate, as may be declared by the Bank from time to time. If the value of the overdraft exceeds 90% of the linked deposit value, overdraft interest will be calculated at the Bank's unauthorised overdraft rate, on the overdrawn value, until such time it is regularised.
- In case a fixed deposit is prematurely withdrawn, the interest rate that shall be taken into consideration for calculating the weighted average of the interest rates, shall be the contracted rate which was payable to the customer for the contracted tenure without reference to the interest paid at the time of such premature withdrawal. It will also be subject to other Terms and Conditions governing such premature encashment of fixed deposit that may be applicable then.
- The Bank may at its sole discretion, recall the SMA Facility and apply the monies lying in my/our fixed deposit account(s) towards the outstanding amount including interest thereon and/or any applicable charges, in case I/We fail to service the interest payable by me on the use of this Facility, after giving a prior notice of 30 days at my/our correspondence address as recorded with the Bank.

I/We declare that the Signatories hereto have attained the age of majority.

Signatures

First/Sole Applicant	Second Applicant	Third Applicant
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1) Definitions:

"Amounts Due" means all amounts due and payable by the borrower(s) to the Bank in respect of the SmartMoney facility availed by the borrower.

"Application Form" means, as the context may permit or require, the Application Form submitted by the Borrower/s to the Bank for applying for and availing of the Facility, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other persons from time to time in connection with the Facility.

"Bank" means The Hongkong and Shanghai Banking Corporation Limited, India, a company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and having its India Corporate office at 52/60 Mahatma Gandhi Road, Fort, Mumbai - 400 001.

"Borrower" means an existing account holder of the Bank who is desirous of availing the SmartMoney facility provided by the Bank.

"Borrowers Account(s)" means the current and/or savings account(s) of the Borrower with the Bank which the Bank allows to be overdrawn for utilisation of the Facility as per the Terms and Conditions contained in the Agreement.

"Borrower/s' Dues" means and includes the outstanding principal amount of the Facility, interest on the Facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/s to the Bank in accordance with this Agreement and the transaction documents, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Terms.

"Effective Date" means the date of the execution of this Agreement, from which this Agreement comes into force, specified as such in the Agreement.

"Facility" means the SmartMoney Facility which is a fluctuating overdraft facility, on the Borrower's Account against the security of lien on the single/joint fixed deposits of the Borrower with the Bank, details of which are as per Borrower's request received by the Bank either in writing, on email or telephonically as per the Terms and Conditions laid down by the Bank.

"Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the terms of this Agreement; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any person who is party to any transaction document.

"Transaction Documents" include all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower/s or, as the case may be, any other person, in relation, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

2) Scope of SmartMoney facility:

As per the terms of the Facility, the Bank has agreed to grant on a temporary and stand-by basis an amount not exceeding 90% of the total amount in the linked fixed deposit account(s), and the renewal(s) thereof, with the Bank or such lesser sum and for so long as the Bank in its sole discretion may deem fit at the following interest rate:

The Borrower(s) agree/s and confirm/s that the Interest on amount overdrawn will be charged at the rate of 2% over the weighted* average of the interest rates applicable to the linked fixed deposits, subject to a maximum of the Bank's Prime Lending Rate, as may be declared by the Bank from time to time. The interest on the overdraft is calculated on the daily outstanding balance from the date of overdraft at the above specified interest rate till such date that the overdraft inclusive of interest/charges is repaid. The overdraft interest accrued shall be debited to the Facility at the beginning of every month.

*Illustration of weighted average:

If one fixed deposit (D1) is for ₹4,00,000/- at 4% (R1) interest and one deposit (D2) for ₹1,00,000/- at 6% (R2) interest rate, then the OD interest rate will be 6.4% (Weighted Average** + 2%)

**Weighted Average

$$= [D1 * R1\% + D2 * R2\%] / (D1 + D2)$$

$$= [(4,00,000 * 4\%) + (1,00,000 * 6\%)] / (4,00,000 + 1,00,000)$$

$$= 4.4\%$$

The Borrower(s) also agree/s and confirm/s that in case the Borrower fails to service the interest payable on the utilisation of the Facility, the Bank may at its sole discretion, after providing the Borrower 30 days notice at the last correspondence address updated with the Bank, recall the said facility and adjust the monies available with the Bank in any accounts held with the Bank including but not limited to the fixed deposit account opened under this facility towards the outstanding amount including interest thereon and/or any related charges.

The Borrower(s) further understand/s and accept/s that in case the linked fixed deposit is to be withdrawn, the amount so withdrawn shall first be adjusted against the outstanding amount including interest thereon and/or any related charges in the linked savings account. In case of premature withdrawal of the fixed deposit, the overdraft interest rate that will be considered will be the weighted average of original contracted interest rates of the fixed deposits and not the fixed deposit interest rate at the time of such premature withdrawal. It will also be subject to other Terms and Conditions governing such premature encashment of fixed deposit. The Facility may be closed or converted to a regular Savings bank account at any time, vide a written application to the Bank, duly signed by all the joint Borrowers. The outstanding amount including charges/interest due on the overdraft facility will be recovered before the closure/conversion of the Facility. Pursuant to the closure of the Facility, the Terms and Conditions as applicable to standalone savings account will apply.

If the value of the overdraft exceeds 90% of the linked deposit value, the overdraft interest will be calculated at the Unauthorised Overdraft Rate on the overdraft value (beyond 90%), until such time that it is regularised within 90% of the linked deposit value. The Unauthorised Overdraft Rates are available on the Bank's website www.hsbc.co.in. Currently the applicable Unauthorised Overdraft Rate of the Bank is 35% p.a., which is subject to change from time to time.'

Eligibility:

A resident Indian of a minimum of 18 years of age can avail of the Facility. The minimum fixed deposit value that is eligible for the Facility is as defined in the Bank's website (www.hsbc.co.in), under Smart Money Account. An existing savings account can be converted into the Facility subject to the fulfillment of specific documentary requirements applicable to the Facility.

3) Borrower's covenants:

- i) The Borrower (s) declare/s that as and by way of security for the Facility availed by the Borrower(s), he/she/they have created a lien in favour of the Bank on the fixed deposits as mentioned in the application form and all other fixed deposits opened with the Bank from time to time.
- ii) The Borrower(s) declare/s that any fixed deposit account opened in future by him/her/them shall also be deemed to be charged in favour of the Bank without the necessity of any further concurrence on his/her/their part and the Bank shall be authorised to exercise its right of set-off and lien on all such fixed deposits with the Bank.
- iii) The Borrower(s) understand/s, agree/s and accept/s that in case the fixed deposit is prematurely sought to be withdrawn by him/her/them for any reason whatsoever, the amount so withdrawn shall be first adjusted against the outstanding amount in the Borrower's Account(s).
- iv) The Borrower(s) agree/s and undertake/s to pay the Unauthorised Overdraft Rate as mentioned above or such other rates as specified by the Bank from time to time for overdrafts against fixed deposits for all amounts overdrawn on the Borrower's Account(s) within the overdraft limits authorised by the Bank.
- v) The Borrower(s) further understand/s and agree/s that in case the Facility is terminated by the Borrower(s) or the Bank and the Borrower(s) continue to maintain the Borrower's Account(s), the tariff (including average quarterly/monthly balance or Total Relationship Balance criteria requirements) and other Terms and Conditions as applicable to a stand alone savings/current account shall apply.
- vi) The Borrower(s) further understand/s and accept/s that the Bank may at its sole discretion, recall the Facility and apply the monies lying in the fixed deposit account(s) of the Borrower towards the outstanding amount including interest thereon and / or any applicable charges in case the Borrower(s) fail to service the interest payable by the Borrower(s) on the use of this Facility, after giving a prior notice of 30 days at the Borrower(s) correspondence address as recorded with the Bank.
- vii) The Borrower(s) further understand/s and accept/s that in absence of a maturity instruction on a fixed deposit which has been linked to avail the Facility, the Bank will have right to renew automatically the fixed deposit/s on the maturity date for an identical period at the prevailing interest rate unless instructions to the contrary are received from the Borrower prior to maturity. The renewal will be in accordance with the Reserve Bank of India specification in force at the time of the renewal. The Facility will also continue on renewal of the said fixed deposit unless informed otherwise by the Borrower.
- viii) The Borrower(s) further understand/s and accept/s that on fixed deposit with maturity instruction with Facility, the Bank will follow the maturity instruction stated by the Borrower at the time of placing the fixed deposit and the Facility will also continue on the said fixed deposit unless informed otherwise by the Borrower.
- ix) The Borrower(s) further understand/s and accept/s that a fixed deposit (with Facility availed by the Borrower at the time of placing the Fixed Deposit) with a maturity instruction of crediting the proceeds of fixed deposit to the linked savings/current account, the Bank will credit the proceeds of fixed deposit to linked savings/current account and discontinue the Facility unless informed otherwise by the Borrower.
- x) The Borrower/s shall:
 - a) Promptly notify the Bank of any action or steps taken or legal proceedings started by or against him/her/them in any court of law for his/her/their insolvency, bankruptcy or for the appointment of a receiver, administrator, trustee or similar officer of/over any of the Borrower/s' assets.
 - b) Promptly notify the Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower/s or his/her/their assets.
 - c) Promptly notify the Bank of any circumstances and conditions which have/may have a material adverse effect.
 - d) Promptly, and not later than 7 days from the occurrence of any of the following events, notify the Bank in writing with full details of the same: (a) death of any of the Borrower/s; and (b) all change/s in the location/address of any of the Borrower/s' office or residence or place of business.
 - e) If required by the Bank, the Borrower agrees and undertakes to provide and furnish to the Bank, to their satisfaction, such security as required to secure the Facility. Failure of the Borrower to do so shall be termed as an Event of Default.
- xi) Notwithstanding anything contained in any of the documents executed by and between the Borrower (s) and the Bank, upon the occurrence of any event of default by the Borrower/s in repayment of the Facility, the Bank shall be entitled without prejudice to its other rights under these Terms and Conditions, to appropriate the amounts lying in the fixed deposits with the Bank alongwith any other amounts that may be held by the Bank either in fixed deposits, savings/current accounts or any amounts that may be due and payable to the Borrower(s), present and/or re-present cheques or post-dated cheques, if any, issued by the Borrower(s) in favour of the Bank in connection with the Facility.
- xii) The following acts, as set out below, shall each constitute an "Event of Default" by the Borrower/s for the purposes of this Facility:
 - a) Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under this Facility.
 - b) Breach of any covenant, representation, warranty, declaration or confirmation has occurred / been committed by the Borrower(s) and/or the Borrower(s) has/have committed any fraud / failed to submit any material information as required by the Bank.
 - c) The Borrower(s) has, or there is a reasonable apprehension that the Borrower(s) has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or becomes bankrupt or insolvent or if the Borrower(s) has taken or suffered to be taken any action for insolvency or bankruptcy or if a receiver has been appointed or allowed to be appointed of/over all or any part of the properties of the Borrower/s or if an attachment or distraint has been levied on the assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower(s) or if one or more judgements or decrees have been rendered or entered against the Borrower/s.
 - d) Death of the Borrower(s), or any one of them.
 - e) The Borrower(s) is/are unable or has/have admitted in writing his/her/their inability to pay any of his/her/their indebtedness as they mature or when due.
 - f) An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any indebtedness of the Borrower(s) or if any other lenders of the Borrower(s) including financial institutions or banks with whom the Borrower(s) has/have entered into agreements for financial assistance have recalled its/their assistance or any part thereof.
 - g) One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of the Bank, could have a Material Adverse Effect.

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

The decision of the Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

4) Rights and Remedies of the Bank

- i) On the happening of any of the events of default, the Bank may, by a notice in writing to the Borrower(s) and without prejudice to the rights and remedies available to the Bank under this Agreement or otherwise call upon the Borrower(s) to pay all the Borrower(s)' Dues in respect of the Facility.
- ii) The Bank shall be entitled, at the sole risk and cost of the Borrower/s, to engage one or, more person(s) to collect the Borrower/s' Dues and the Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrowers as the Bank deems fit. The Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as the Bank deems fit.
- iii) The Bank shall not in any way be liable/responsible, by reason of exercise or non-exercise of any rights and remedies available to as aforesaid.
- iv) Notwithstanding any suspension or termination of the Facility, all rights and remedies of the Bank as per the Agreement shall continue to survive until the receipt by the Bank of the Borrower/s' Dues in full.
 - v) The Bank shall be at liberty not to:
 - a) allow drawings beyond the sanctioned limits;
 - b) grant additional limits due to growth in business etc. at its sole discretion and after review of the account and facilities; and
 - c) allow drawings if any of the Borrower(s) account is classified as a Non Performing Asset (NPA) or due to breach of the aforesaid Terms and Conditions.
 - vi) In case the Borrower(s) commits any default in repayment of any amount of the Facility or interest/charges due thereon, the Bank and/or the Reserve Bank of India ("RBI") will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower(s) and/or its directors/partners/co-applicants, as applicable, as defaulters in such manner and through such media as the Bank and/or RBI may, in their absolute discretion, think fit.
 - vii) The Borrower(s)' liability for repayment of the Borrower(s)' Dues shall, in cases where more than one Borrower have jointly applied for the Facility, be joint and several. If the Borrower is an individual doing business as a sole proprietary concern, the Borrower shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Facility to the Bank.

5) Miscellaneous

- i) The Borrower(s)' dues, shall not be revoked or cancelled or affected by the death or insolvency of the Borrower/s or any third party, and the Bank shall, so long as the whole (or any part) of the Borrower/s' dues remains outstanding/payable to the Bank, be entitled to act upon and enforce all of its rights pursuant to, and in accordance with this Agreement and the Transaction Documents executed by the Borrower/s in favour of the Bank.
- ii) The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of the Bank with respect to the Borrower/s' Dues, shall be final and binding on the Borrower/s. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower/s as therein recorded in respect of the Facility and the Borrower/s' Dues.
- iii) All notices or other communications under or in connection with the Borrower/s' Dues and/or this Agreement shall be given in writing in English and at the last known address supplied by the Borrower. Any such notice or other communication will be deemed to be effective: (a) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; Provided, however, that no notice or communication to the Bank shall be effective unless actually received and acknowledged by the Bank. Notices or communication may be made to the Bank's office address mentioned herein. In the event of any failure by the Borrower/s to notify the Bank in writing of any changes in his/her/their contact address or details, service of a notice / correspondence to the address specified in the Application Form or last given by the Borrower/s shall be deemed to be proper and sufficient service on the Borrower/s irrespective of whether or not such notice shall be returned "unserved" to the Bank.
- iv) The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement 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 this Agreement 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.
- v) Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Agreement or affect such provision in any other jurisdiction.
- vi) No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under the Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under the Agreement may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the Bank's sole discretion.
- vii) In line with the directives of the RBI, the Bank would be free to disclose my/our names to any agency, regulator, entity, debt collection/recovery agent, legal practitioner and whomsoever the Bank deems it fit and proper to recover its dues.
- viii) The Bank would be entitled to assign the outstanding debt arising out of this Facility partly or fully in favour of one or more entities on such Terms and Conditions at the Bank's discretion, without seeking any consent from me/us.
- ix) Any questions, dispute or claim or legal action/s and/or proceedings arising out of/in connection with the Agreement, including any questions on its existence, validity or termination shall be referred to and finally adjudicated through Arbitration by a sole Arbitrator appointed by the Bank in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Mumbai.
- x) The Terms and Conditions of the Facility shall be governed by, and construed in accordance with Laws of India and the courts at Mumbai shall have exclusive jurisdiction to entertain and try all such claims and disputes.
- xi) The Bank reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, this Facility by another Facility, whether similar to this Facility or not, or to withdraw it altogether.

Nomination Form (Form DA-1)*(While the nomination facility is optional, we recommend that you avail of it.)**(Nomination under Section 45 ZA of the Banking Regulation Act, 1949 and Rule 2(l) of the Banking Companies (Nomination) Rules, 1985 in respect of Bank deposits)*

I/We [enter name(s) and address(es) of account holder(s)] _____

nominate the following person to whom in the event of my/our/minor's death the amount of the deposit, particulars whereof are given below, may be returned by The Hongkong and Shanghai Banking Corporation Limited [enter name and address of branch/office in which deposit is held] _____

Deposit		Nominee				
Nature of Deposit [#] , Distinguishing No. [§]	Additional details, if any	Name	Address	Relationship with depositor, if any	Age (Years)	If nominee is a minor, date of birth

*As the nominee is a minor on this date, I/We appoint Shri./Smt./Kum. (Name and Address) _____

Age _____

to receive the amount of the deposit on behalf of the nominee in the event of my/our/minor's death(s) during the minority of the nominee.

Signature/Thumb Impression of Applicant(s)*

1st Applicant

2nd Applicant

3rd Applicant

Date: Place: _____Witness[@]:

(1)

Name: _____

Signature: _____

Address: _____

(2)

Name: _____

Signature: _____

Address: _____

[§] State Account number or receipt number as may be applicable.[#] State 'Current Account', 'Savings Account', 'Time Deposit Account; Recurring Deposit Account' or as the case may be.⁺ Strike out if nominee is not minor.^{*} Where deposit is made in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.[@] Thumb impression(s) shall be attested by two witnesses.^{NB} Any variation in or cancellation of the nomination shall be in the prescribed form under the signatures of the Depositor and if more than one, then under the joint signatures of all the Depositors and/or the Survivors of them as the case may be.^{Note:} The bank recommends that all depositors avail the nomination facility. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of legal affairs, thus helping in a quick and easy settlement.

BANK USE SECTION

Account Record

- SV CV SCC CRRT NS BL
 CR/PI NA W/T,you NOM LOA SPL INST

Customer No. _____

New A/c No.(s) _____

Employee ID and cluster _____

CEP Code / Category (A/B/C) _____

KYC completed and Account Opening Authorised

- Passport Election ID card Pan Card Govt ID card
 Driving license Others _____

ID No. _____

Issuing Authority _____

Exp. on _____

Place of issue _____

Date opened: _____

Opened By: CAT Walk-in

SMA Limit: _____

Recommended By: _____

Approved By: _____

Signature of Account Opening Officer

Employee Name _____

Employee Number _____

Branch of Account _____

Cluster _____

Branch Manager's Signature

Nomination Form (Form DA-1)*(While the nomination facility is optional, we recommend that you avail of it.)**(Nomination under Section 45 ZA of the Banking Regulation Act, 1949 and Rule 2(l) of the Banking Companies (Nomination) Rules, 1985 in respect of bank deposits)*

I/We [enter name(s) and address(es) of account holder(s)] _____

nominate the following person to whom in the event of my/our/minor's death the amount of the deposit, particulars whereof are given below, may be returned by The Hongkong and Shanghai Banking Corporation Limited [enter name and address of branch/office in which deposit is held] _____

Deposit		Nominee				
Nature of Deposit [#] , Distinguishing No. [§]	Additional details, if any	Name	Address	Relationship with depositor, if any	Age (Years)	If nominee is a minor, date of birth

*As the nominee is a minor on this date, I/We appoint Shri./Smt./Kum. (Name and Address) _____

Age _____

to receive the amount of the deposit on behalf of the nominee in the event of my/our/minor's death(s) during the minority of the nominee.

Signature/Thumb Impression of Applicant(s)*

1st Applicant

2nd Applicant

3rd Applicant

Date: Place: _____Witness[@]:

(1)

Name: _____

Signature: _____

Address: _____

(2)

Name: _____

Signature: _____

Address: _____

Received the nomination and registered in the Bank's books. Payment in terms of the nomination will be effected on the nominee furnishing proof of his/her claim in the prescribed form. The Bank may at its discretion accept such claim or prescribe compliance of additional formalities before effecting payment.

For The Hongkong and Shanghai Banking Corporation Limited

Branch _____

Date _____

Authorized Signature

[§] State Account number or receipt number as may be applicable.[#] State 'Current Account', 'Savings Account', 'Time Deposit Account; Recurring Deposit Account' or as the case may be.⁺ Strike out if nominee is not minor.^{*} Where deposit is made in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.[@] Thumb impression(s) shall be attested by two witnesses.^{NB} Any variation in or cancellation of the nomination shall be in the prescribed form under the signatures of the Depositor and if more than one, then under the joint signatures of all the Depositors and/or the Survivors of them as the case may be.^{Note:} The bank recommends that all depositors avail the nomination facility. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of legal affairs, thus helping in a quick and easy settlement.

CREDIT CARD APPLICATION FORM

The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India)

Please complete all sections. Tick boxes as appropriate

PLATINUM GOLD CLASSIC

SE Code

Channel code

Application Sr. No.:

Marketing Code

Branch code

Programme Name:

Promo code

HSBC A/c No.

Affix Passport Size Photo here.

Please fill in the form in block (CAPITAL) letters only.

Please tell us about yourself

Mr Ms Mrs Dr

Name First
 Middle
 Last

Former/Other name:

Name as desired on the Card:

Gender: Male Female Date of Birth:

Nationality:

PAN No. (Please attach a photocopy of your PAN card/ Allotment letter/IT return or TDS certificate. If you do not have a PAN Card, please provide us with duly signed Form No. 60/61 along with the requisite enclosures.)

Mother's maiden name:

Please Stencil Your Other Credit Card Here

Residential address

Address line 1

Address line 2

Address line 3

City

Pin Tel. No.

Mobile No. (STD Code)

E-mail

Credit Card account settlement option

I wish to automatically settle my Credit Card bills by a debit to my HSBC's Current/Savings A/c No. for % of my Credit Card monthly outstandings. (Please note that you have to pay a minimum of 5%)

Signature: _____

Upgrade Your Credit Card

Your existing HSBC Credit Card No.:

I currently have a Classic/Gold Credit Card and I want to upgrade to Gold/Platinum Credit Card.

Kindly note if you apply for upgrade your existing Card will be closed.

Permanent address if different

Address line 1

Address line 2

Address line 3

City

Pin Tel. No.

(STD Code)

Acknowledgement - applicant

Sr. No. Marketing Code

Agency Name

Sales Executive's Name

Sales Executive's Code

Joining Fee (₹)

First year's Annual Fees (₹)

Second year onwards Annual Fees (₹)

Your occupational details

Company Name

Address line 2

Address line 3

City

Pin Tel. No.

(STD Code)

Extn. No. Fax

Occupation

Job Title Department Years in current job

Please specify nature of business of your Company/Organisation

Acknowledgement - bank

Sr. No. Marketing Code

Agency Name

Sales Executive's Name

Sales Executive's Code

Joining Fee (₹)

First year's Annual Fees (₹)

Second year onwards Annual Fees (₹)

Please send my statement to My home address My office address

CREDIT CARD APPLICATION FORM

The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India)

Please complete all sections. Tick boxes as appropriate.

Please fill in the form in block (CAPITAL) letters only

Annual Gross Income

Gross Salary

Other Bank Card details

Credit Card No.

Member since Credit Limit ₹

Credit Card issuer name

Other Bank loan details

Loan Type Bank/Financial Institution

Loan Account No. Loan amount

Tenure Monthly Commitments/Loan Instalment

Welcome Pack**

Paper-version

**Paper version Welcome Pack (Regular Welcome Pack) comprises of a Welcome Letter, Credit Card; alongwith regulatory guidelines, etc in paper format.

OPTIONAL SECTION

1. Marketing Offers:

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

I/We expressly authorise the Bank to use information or data relating to me/us, for communicating marketing offers as outlined above.

No, I/We do not wish to receive offers as outlined above.

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

2. Assignment of Activities to Third Party Agencies:

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

Request for add-on Credit Card

Photo here.

Mr Ms Mrs Dr

1. Name

Name as desired on the Credit Card

Former/Other name:

Sex: Male Female Date of Birth:

Passport No. Driving Licence No.

Other ID (Pls specify)

Marital status: Single Married Mobile No.

Relationship

Mother's name before marriage

Occupation details

Photo here.

Acknowledgement - Applicant

Received completed application form and relevant documents for credit card from _____

Customer Name

on

(If approved, your Credit Card will be despatched within 3 weeks. Please contact HSBC 24/7 customer service centre after 3 weeks to know the status of your application.)

X

Signature of Sales Executive

X

Signature of Customer



Acknowledgement - Bank

Received completed application form and relevant documents for Credit Card from _____

Customer Name

on

(If approved, your Credit Card will be despatched within 3 weeks. Please contact HSBC 24/7 customer service centre after 3 weeks to know the status of your application.)

X

Signature of Sales Executive

X

Signature of Customer

Mr Ms Mrs Dr

2. Name

Name as desired on the Credit Card

Former/Other name:

Sex: Male Female Date of Birth:

Passport No. Driving Licence No.

Other ID (Pls specify)

Marital status: Single Married Mobile No.

Relationship

Mother's name before marriage

Occupation details

Declaration

I hereby declare that the above information is complete and true and the Bank is entitled to verify this directly or through any third party agent. I further state that the Bank may at its sole discretion sanction or decline this application for primary and/or add-on Card(s). I confirm that the add-on cardholder(s) and I will jointly and severally be bound by the Terms and Conditions of usage of the Credit Cards, copy of which is available on the HSBC website and would be made available on approval of the Card. I expressly authorise HSBC to increase or decrease the credit limit on my Credit Card, based on its credit assessment, without prior notice to me. I expressly authorise HSBC to use information or data relating to me/add-on cardholder(s) including credit information, whether provided by me or otherwise, in connection with the offer/sale or distribution of HSBC's products and services to me/add-on cardholder(s). I authorise the Bank to debit my Credit Card account for any fees, charges, interest, etc. I irrevocably confirm that all dues in respect of the HSBC Credit Card utilised for services availed of and goods purchased from eligible service establishments/merchants, by me and any add-on cardholder(s), will be payable by me and I guarantee the payment towards the same in my capacity as the principal cardholder. I hereby agree and give consent to the Bank to modify the rate of finance charge (interest rate) at its sole discretion from time to time without any prior intimation and levy such charges accordingly. I undertake and declare that usage of the Credit Card by me and any add-on cardholder(s) will be strictly in accordance with the Foreign Exchange Management Act, 1999 ("FEMA") and the applicable rules, regulations, notifications, directions or orders made thereunder and I confirm that I have (on behalf of the Bank) obtained undertaking(s) from the add-on cardholder(s) to this effect. In the event of failure by me or any add-on cardholder(s) to comply with the provisions of FEMA, as aforesaid, I and such add-on cardholder(s) will be liable for action under FEMA. I hereby declare that I am not a near relation to any senior officer of the Bank or any directors of any HSBC Group Companies (if not, please strike off and provide a separate list of relevant related persons). I also confirm that as on the date of this application, there are no litigations, initiated by other banks/financial institutions, being faced by me (if not, please strike off and provide a separate list of initiated/pending litigations), in addition, to any general right to lien/set-off or other right conferred by law or under any other agreement. I authorise HSBC to, without notice, combine or consolidate the outstanding balance on the Card account with any other account(s) which I maintain with HSBC, and set-off or transfer any money outstanding to the credit of such other account(s), in or towards the satisfaction of my liability to HSBC under this Agreement. 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, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). We also acknowledge the right of the Bank to provide details of my/our account to such service providers for the purpose of availing outsourced 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 acknowledge that the existence of this account and details thereof (including details of Credit Card transactions and any defaults committed by me), 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 you and/or members of your household, and for occasional debt tracing and fraud prevention. I accordingly authorise the Bank to share information relating to my Credit Card account, including information relating to any add-on cardholder(s). I understand that as a precondition, relating to grant of loans/advances/other non-fund-based credit facilities to me, HSBC requires consent for the disclosure by HSBC, of information and data relating to me/add-on cardholder(s), of the credit facility availed of/to be availed of by me, obligations assumed/to be assumed by me, in relation thereto and default, if any, committed by me in discharge thereof.

1. Accordingly, I hereby, agree and give consent and confirm that I have obtained consent from the add-on cardholder(s) for the disclosure by HSBC of all or any such; (a) information and data relating to me/add-on cardholder(s) (b) the information or data relating to any credit facility availed of/to be availed of by me and (c) default, if any, committed by me in discharge of my such obligation, as HSBC may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and any other agency authorised in this behalf by RBI.
2. I undertake on my behalf and on behalf of the add-on cardholder(s) that (a) the Credit Information Bureau (India) Ltd. (CIBIL) and any other agency so authorised may use, process the said information and data disclosed by HSBC; and (b) the Credit Information Bureau (India) Ltd. (CIBIL) and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.
3. I expressly authorise HSBC to increase or decrease the credit limit on my Credit Card, based on its credit assessment, without prior notice to me.
4. I hereby state that for primary Card applications, my preference towards a particular Card type (Gold/ Classic) is in no way binding on the Bank. The Bank may at its sole discretion sanction a Gold Credit Card or a Classic Credit Card or decline this application and HSBC's decision shall be final and binding upon me.
5. I hereby declare that I am not a near relation to any senior officer of the Bank or any directors of any HSBC Group Companies (please strike off if this is not the case and provide a separate list of relevant related persons).
6. I confirm that as on date of this application, there are no litigations, initiated by other banks/financial Institutions, being faced by me (please strike off if this is not the case and provide a separate list of initiated/pending litigations).
7. I hereby declare that all the decisions of HSBC in respect of issuance of a Credit Card to me/the add-on cardholder(s) shall be binding on me and neither me nor any person claiming through me shall raise any dispute in this regard.

I expressly authorise HSBC to use information or data relating to me/add-on cardholder(s), including credit information, whether provided by me or otherwise, in connection with the offer, sale or distribution of HSBC's products and services to me/add-on cardholder(s).

X

Signature of primary Credit Card applicant

X

Signature of add on Credit Card applicant

Date : _____

IMPORTANT TERMS AND CONDITIONS

For Credit Card Application Form

To get the complete version, please visit www.hsbc.co.in

The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India)

1. FEES AND CHARGES

a) Joining fees and Annual Membership fees

Joining fees and Annual Membership fees are applicable on the primary and add-on Credit Card(s). These fees may vary depending on the offer under which the HSBC Credit Card has been availed of by the cardholder. These fees, including fees for any add-on cardholder(s), as applicable, are charged to the cardholder's Credit Card Account on issuance/renewal and the same would be reflected in the monthly Credit Card statement of the month in which it is charged. No refund of fees will be available if the Credit Card is terminated. Current charges are mentioned in the tariff sheet given below.

b) Cash advance fees

The cardholder has access to cash, round the clock, at HSBC/VISA/MasterCard/Cirrus ATMs in India and overseas. A transaction fee of 2.5% of the transaction amount (subject to a minimum of ₹300) would be levied on all such transactions at the time of posting of the cash advance and would be billed to the cardholder in the next monthly statement. The transaction fee is subject to change at the sole discretion of HSBC. Cash advance transactions are also subject to a finance charge at the prevailing rate calculated on daily outstanding balances from the date of withdrawal. The finance charge will be debited to the Credit Card Account on the last day of the billing cycle.

c) Service charges levied for certain transactions

- Fees and charges, as may be applicable from time to time, are payable by cardholders for specific services provided to the cardholder or for defaults committed by the cardholder with reference to his / her Card Account.
- Tariff structure is subject to change from time to time at the sole discretion of HSBC. Such changes, other than changes in rate of finance charge (interest rates) and those which are as a result of regulatory requirements will be made with prospective effect giving notice of at least one month.
- Vide Notification No. 8/2009 - ST dated February 24 2009, a service tax of 10% + 2% education cess + 1% secondary & higher secondary education cess thereon will be applicable on our fees, interest and other charges.
- Late payment charge will be applicable if minimum amount due is not paid by the payment due date.
- Over limit charges are applicable in the event of total outstandings exceeding the credit limit assigned.

Tariff Sheet

Standard Joining fees CLASSIC / GOLD PLATINUM	NIL ₹6000
Standard Annual fees CLASSIC GOLD PLATINUM: First year fee Second year onwards fee	₹700 ₹2000 NIL ₹2000

Standard Annual fees for add-on card CLASSIC GOLD PLATINUM (w.e.f. 10 July 2009)	₹350 ₹1000 ₹500
Free credit period	Up to 52 days
Finance charges on extended credit and cash advances (Classic Credit Cards)	3.5% [#] p.m. (42% [#] p.a.) computed from the cash date of transaction
Finance charges on extended credit and cash advances (Gold Credit Cards)	3.3% [#] p.m. (39.6% [#] p.a.) computed from date of transaction
Finance charges on extended credit and cash advances (Platinum Credit Cards)	2.75% [#] p.m. (33% [#] p.a.) computed from the date of transaction
Minimum Payment Due (MPD) on extended credit usage	5% of the total payment due of the statement plus greater of past due or overlimit due (if any), subject to a minimum of ₹100. Interest will be charged on the extended credit as per T&C
Duplicate statement (older than 3 months)	₹100 per statement
Charge in case of cheque bounce, standing instruction dishonoured or unsuccessful payment through ECS	₹350
Cash advance limit (against Credit Card account)	As communicated to you in your monthly Card statement
Transaction fee for cash advances against your Credit Card account at branches and ATMs	2.5% of the transaction (subject to a minimum of ₹300)*
Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100
Transaction fee for cash withdrawal against your bank account at non-HSBC ATMs in India	NIL
Overlimit fee	₹500 per month
Late payment fee (charged if minimum amount due does not reach HSBC by payment due date)	50% of the minimum amount due (subject to a minimum of ₹400 and a maximum of ₹750 per month)
Sales slip retrieval/charge back processing fee	₹225 per month
Out of town cheque processing / collection charge	₹50 for cheque values up to ₹10,000; ₹100 for cheque values from ₹10,001 to ₹100,000; ₹150 for cheque values ₹100,001 & above
Repayment Cheque Pickup charges (Gold & Classic) Platinum	₹35 per cheque ₹35 per cheque pickups more than once a month (complimentary once in a month)
Credit Card replacement fee (within India)	₹100
Credit Card replacement fee (outside India)	₹100
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the Credit Card at other Bank ATMs	NIL
Credit Card Upgrade/Transfer Fee	₹99 per upgrade/transfer
Handling charges for redemption of rewards (Gold & Classic)	₹50 per redemption
Collection payment pickup fee (Payment pickup by HSBC for payments overdue)	₹100 (w.e.f. 1 July '09)

Cash payment charge (HSBC Credit Card bill payments made in cash at HSBC branches and drop boxes) for Classic, Gold and Platinum	₹100 (w.e.f. 15 Sept. 09)
Copy of Credit Information Report for Classic Gold and Platinum	₹50 (w.e.f. 14 Dec. 09)

#Or at such modified rates as decided by the Bank from time to time.

*Finance charge per month at the prevailing rate will also be applicable. E.g.: You purchase a watch for ₹1,200 on 01 March and a necklace for ₹800 on 10 March.

	Platinum Credit Cards	Gold Credit Cards	Classic Credit Cards
Outstanding due in 20 March statement	₹2000	₹2000	₹2000
Payment made on the due date of 11 April	₹100	₹100	₹100.00
Balance carried forward (revolved)	₹1900	₹1900	₹1900
Interest calculations (@ 2.75% p.m. for Platinum, 3.3% p.m. for Gold and 3.5% p.m. for Classic)			
a) Interest on ₹1200 for 41 days (from 1 March to 10 April)	₹44.48	₹53.38	₹56.61
b) Interest on ₹800 for 32 days (from 10 March to 10 April)	₹23.15	₹27.77	₹29.46
c) Interest on ₹1900 for 10 days (11 April to 20 April)	₹17.18	₹20.61	₹21.86(from
Total Interest charged in 20 April statement	₹84.81	₹101.77	₹107.93
Service Tax @ 10.3% on Interest	₹8.73	₹10.48	₹11.12
Outstanding due in 20 April statement	₹1993.54	₹2012.25	₹2019.05

Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled and consequent payment on your outstanding balance during this extended period. For example, if payment due is ₹5,000 and you do not make any new transactions on your Credit Card, the repayment will stretch up to 7.5 years for Classic and Gold and 6.1 years (73 months) for Platinum Card at the current tariff structure.

d) Interest free (grace) period

Cardholders can get up to 52 days free credit without any finance charge levied to the credit card account. This is applicable provided the Credit Card outstanding, as shown on monthly Credit Card statement, is settled fully by the payment due date. However, the free credit period will not be applicable for Cash Advance transactions.

e) Finance charges

- Cardholders can avail of the "extended credit facility" by paying a Minimum Payment Due (MPD) indicated in the monthly Credit Card statement. The MPD is calculated as 5% of the total payment due of the statement plus greater of Past Due amount or overlimit amount (if any). Interest will be charged on the extended credit as per Terms and Conditions.
- If cardholders avail of the extended credit facility by paying an amount less than the statement closing balance, the entire outstanding amount will attract a finance charge from the respective date of transaction at the prevailing rate. All new transactions will also attract a finance charge from the respective date of transaction.
- All cash advance transactions will attract a finance charge at the prevailing rate from the date of withdrawal until the entire amount along with the charges are cleared.
- Finance charges are computed from date of transaction @ 2.75% per month (33% per annum) for Platinum Credit Cards, 3.3% per month (39.6% per annum) for Gold Credit Cards and at 3.5% per month (42% per annum) for Classic Credit Cards or at such modified rates as decided by the Bank from time to time.

2. CREDIT LIMITS

- The credit limit and cash withdrawal limits (40% of credit limit or as decided by the Bank from time to time) are communicated to you at the time of delivery of the Card and are also indicated in your monthly Card statement. The available credit limit is provided as part of the monthly statement. The Bank reserves the right to reduce the credit limit without any prior notice or intimation. Usage of the Card shall be deemed as acceptance of the credit limits granted from time to time.
- Credit limit is the maximum amount, which can be outstanding against the Credit Card account at any given time.
- In case the total outstanding exceeds the credit limit, all purchases/cash transactions initiated beyond this limit will be declined till the Credit Card account is funded fully or partly.
- The credit limit approved on the account is shared between the primary cardholder and the add-on cardholders.
- The available credit limit on the Credit Card account is the assigned credit limit less the 'Total Amount Due'. The cardholder should refer to the Bank to ascertain the available credit limit at any point in time.
- The cardholder may apply for a review of his assigned credit limit at any time after six months of satisfactory Credit Card operations.

3. BILLING & PAYMENTS

- a) Payments made to a cardholder account will be settled in the order of the payment hierarchy given below:
1. Cash transaction service charges*
 2. Retail transaction service charges*
 3. Annual fee
 4. Late payment fee
 5. Overlimit fee
 6. Instalment handling fee
 7. Instalment processing fee
 8. Return cheque charges
 9. Insurance premium
 10. Interest charges
 - a. Balance Transfer Interest
 - b. Cash Transaction Interest
 - c. Purchase Transaction Interest
 11. Principal Amount
 - a. Balance Transfer Principal
 - b. Cash Transaction Principal
 - c. Purchase Transaction Principal

* Service charges include the following:

- Cash Service Charges
 - Cash Advance Fee
 - Service Tax
- Retail Service Charges
 - Card Replacement Fee
 - Statement Reprint Fee
 - Balance Transfer Processing Fee
 - Standing Instruction (SI) Failed Fee
 - Standing Instruction (SI) Fee
 - Pin Change Fee
 - Card Blocking Fee

b) When the Credit Card account has an outstanding balance, HSBC will send a monthly itemised statement of account at the mailing address indicating the payments credited and the transactions debited to the cardholder's account since the last statement. Non-receipt of statement would not affect the cardholder's obligations and liabilities.

c) Cardholders may choose to pay only the minimum amount due, as printed on the statement, and such payment should be sent before the payment due date, which is also printed on the statement. If payment is made by cheque, the funds must be realised in the card account by the due date. The outstandings carried forward will attract a finance charge of 2.75% per month (33% per annum) for Platinum Credit Cards, 3.3% per month (39.6% per annum) for Gold Credit Cards and 3.5% per month (42% per annum) for Classic Credit Cards or as decided by the Bank from time to time.

d) Cardholders can choose from following modes of payment to settle monthly dues:

- Cheque/draft payment: The cheque/draft should be made payable to "HSBC A/c No. XXXX XXXX XXXX XXXX" (mention cardholders' 16-digit Credit Card number). Cheque/draft payment can be submitted at:
 - Drop-boxes at HSBC Branches / ATMs in India (visit www.hsbc.co.in for a complete list of Branches and ATMs)
 - Skypak drop-boxes (visit www.hsbc.co.in for a list of Skypak boxes located close to you)
 - Mail to The Hongkong and Shanghai Banking Corporation Limited, Clearing Department, M G Road, Fort, Mumbai 400 001.
- Cash Payment: Cash payments can be made at any HSBC Branch in India.
- Standing Instruction: If the cardholder is an account holder with HSBC, he/she can issue a standing instruction for transferring funds from the cardholder's HSBC account to Credit Card account.
- Internet Banking: Cardholders can pay the Credit Card outstandings by logging onto www.hsbc.co.in.
- ECS: Cardholders can make payment directly by authorising HSBC to debit a cardholder's account with any bank. This facility is available only in Mumbai and Delhi.
- ATM/PhoneBanking: Cardholders can access their account with HSBC through ATM/PhoneBanking facility for making payments against Credit Card outstandings.

e) Billing disputes resolution:

- The cardholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by the Bank, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event no more than 30 (thirty) days from the period mentioned above, the cardholder agrees to immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorised transactions or any other objections the cardholder has to that statement of account. If the cardholder fails to notify the Bank within 30 (thirty) days, the statement of account and all entries therein, will be conclusive evidence of the correctness of the contents and binding upon the cardholder and/or any person claiming under or through such cardholder without the requirement for any further proof and the Bank will be released from all liabilities for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred) occurring up to the date of the most recent statement of account except for transactions the cardholder gave notice of in accordance with this section.
- For reporting billing discrepancies, cardholders can either call the Customer Service Centre (numbers are provided on the reverse of the monthly statement or at www.hsbc.co.in) or write to K. C. Mahesh, Manager, Credit Card Services, Ambal House, 610, Anna Salai, Chennai 600 006. All grievance escalations should be marked to Mrs. Sathya Srinivasan, Nodal Officer, The Hongkong and Shanghai Banking Corporation Limited, No. 96, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004. The Reserve Bank of India has appointed an Ombudsman who can be approached for redressal for customer grievances if they have not already been redressed by HSBC. The customer can approach the Ombudsman if he does not receive a response within 60 days, or if he is not satisfied with the response.

4. DEFAULT

- In the event of default (if the minimum amount due is not paid by the payment due date or breach of any clause of the cardholder agreement), the cardholder will be sent reminders from time to time for payment of any outstandings on Credit Card 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 (IBA) code of conduct on debt collection.
- Recovery of dues in case of death of cardholder:
 - The whole of the outstanding balance (including unbilled transactions) will become immediately due and payable to HSBC.
 - HSBC will become entitled to recover the total outstandings from the estate of the cardholder.
- As per Reserve Bank of India guidelines, we provide Credit information relating to our credit cardholders to Credit Information Bureau (India) Limited (CIBIL) on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the Credit Card account is regular or delinquent. In the event a Credit Card account is delinquent as at 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 customer status are updated within a maximum of 30 days. To avoid any adverse credit history with CIBIL, credit cardholders should ensure that they make timely payment of the amount due on the Card account.

5. TERMINATION

- You may terminate this Agreement at any time by written notice to HSBC accompanied by the return of the Credit Card and any additional Credit Cards cut into several pieces and full clearance of all the outstandings. Where this Agreement relates to the use of an additional Credit Card, the usage of the additional card may be discontinued by written notice to HSBC by you. Please destroy the additional Credit Card by cutting it into several pieces through the magnetic strip.
- HSBC may at its discretion recall the outstanding amount on your Credit Card(s)/add-on Card(s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, HSBC shall give you reasonable notice for paying the entire outstanding amount.
- Notwithstanding anything to the contrary stated elsewhere in these Terms and Conditions, HSBC may at its discretion, without notice to you, cancel the limit granted on your Credit Card Account or Credit Card/add-on Card(s) without assigning any reason thereof. In the event HSBC cancels the limit granted on your Credit Card account or Credit Card/add-on Card(s) in terms of this clause, HSBC shall intimate you on such cancellation.
- The whole of the outstanding balance on the Credit Card Account, together with the amount of any outstanding Credit Card transactions effected but not yet charged to the Credit Card account, will become immediately due and payable in full to HSBC on suspension/termination of the agreement for whatever reasons or on the insolvency or death of the credit cardholder. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and interest from the estate of the credit cardholder on his death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled.
- Any intimation given by HSBC hereunder will be deemed to have been received by you within seven days of posting to your address last notified in writing to HSBC.
- Closure of the Credit Card may entail withdrawal of all facilities provided through use of the Credit Card and/or the Credit Card number.

6. LOSS / THEFT / MISUSE OF THE CARD

- a) If the Credit Card is lost/stolen, the cardholder should report it to HSBC immediately in writing or by calling Customer Service Centre.
- b) The cardholder is not liable for any transaction made on the Credit Card only after reporting the loss/theft / misuse to HSBC.
- c) Although loss or theft may be reported as mentioned in (a) above, the cardholder must confirm to HSBC in writing. A copy of the acknowledged police complaint must accompany the written confirmation.
- d) Should the cardholder subsequently recover the card, the recovered Credit Card must not be used. Please destroy the card by cutting into several pieces through the magnetic strip.

7. DISCLOSURES

- The cardholder acknowledges the right of HSBC to provide details of his/her account including those of any add-on cardholder(s), to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him /her or any add-on cardholders.
- The cardholder further acknowledges that HSBC is authorised to share information relating to cardholder/add-on cardholder(s), including information relating to any default committed by

Account Opening Documentation Checklist

(To be submitted along with Account Opening Form)

The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India)

APPLICABLE ONLY FOR RESIDENT ACCOUNTS

Account Opening Requirements	Sole/ First A/c holder	Joint A/c holder1	Joint A/c holder2
Completed Account Opening Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Passport size photograph for each account holder signed on the front	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAN Card (This is mandatory. If PAN card is not available, please submit form 60/61)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
List A(Proof of Identity) ANY ONE			
Passport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Election/Voter's ID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent driving licence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Government employee ID card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Defence ID card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAN card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
List B (Proof of Address) ANY ONE			
Passport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Election/Voter's ID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent driving licence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ration card*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Society outgoing bill (only from registered societies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity/water/telephone bill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property tax bill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Domicile certificate with address issued by Municipal Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>*Ration card is not accepted as a proof of residential/permanent address in the state of Gujarat and Maharashtra or in those states where the ration card specifically states that it has been issued only for 'ration purposes'</small>			

DATE OF SUBMISSION OF ALL DOCUMENTS (DD/MM/YY)

(To be filled by the customer)

CUSTOMER NAME*

CUSTOMER SIGNATURE*

* In case of Joint Account, any one of the account holder can sign after all the documents for all the account holders have been submitted

HSBC STAFF NAME

HSBC STAFF SIGNATURE
