



Optional Services Booklet

The Hongkong and Shanghai Banking Corporation Limited, India.

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Help Us Serve You Better

HSBC India

Name: _____ Date: _____

City: _____ State: _____

Contact Number(s): Residence: _____ Office: _____ Mobile: _____

E-mail: _____

I would like to know more about HSBC Credit Cards¹.

I would like to know more about an HSBC Home Loan².

Optional Section

1. Marketing Offer:

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

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

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 HSBC India, we offer a 'Do not call' service. To register for this, please visit our website www.hsbc.co.in

I/We expressly authorise HSBC India to give or make available to any member of the HSBC Group, information or data relating to me/us, whether provided by me/us or otherwise, in connection with the offer, sale or distribution of products and services offered by such entities, in which I/We have expressed interest. I/We understand that my/our information will be protected by a strict code of secrecy and security to which all members of the HSBC Group and their staff are subject to.

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 authorisation from me/us.

Signature: _____

Disclaimer

¹Issuance of Credit Card is at the sole discretion of The Hongkong and Shanghai Banking Corporation, India. All features and benefits are subject to Terms and Conditions.

²Terms and Conditions apply. All loans shall be at the sole discretion of HSBC India. Loans are available for applicants and properties in and around the city limits of Mumbai, New Delhi (NCR), Bengaluru, Pune and Chennai which are subject to change from time to time. Currently HSBC India does not offer Home Loans to NRIs residing in United States of America.

HSBC 

Office use only

Employee Code:

Branch Code:

Campaign Code:

SE Code:

Account No.:

AccountType:



Help Us To Know You Better (Optional)

HSBC India

Customer ID No.: (For Bank use only)

Please tick the boxes and fill in the requested information under applicant 1, 2 or 3.

Number of Children	1	2	3
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Please specify the number of children

House Ownership	1	2	3
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- 1. Company Residence
- 2. Fully owned Private House
- 3. Mortgage Property
- 4. Rented House
- 5. Living with Parents/Relatives
- 6. Others
- 7. PG/Hostel

Car Ownership	1	2	3
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- Yes
- No

How did you decide to open an account with HSBC India?	1	2	3
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- 1. Recommendation by Family/Friends
- 2. Family has always banked with HSBC
- 3. Response to an Advertisement
- 4. Response to Direct Mailer
- 5. Dissatisfaction with Previous Bank
- 6. Convenient Branch Location
- 7. Employer's Bank for Salary Payment
- 8. Convenient ATM locations/other reasons

Referrals*

Referral - 1

Name:

First Name	Middle Name	Last Name
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City: State (For US residents only):

Country: Postal/Zip Code:

Telephone No.:

Country Code	Area Code	Number
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Mobile No.:

Country Code	Number
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*Please do not provide referrals for persons based in United Kingdom and Singapore.

Form No. 60

[See second proviso to rule 114B]

Form of declaration to be filed by a person who does not have a Permanent Account Number and who enters into any transaction specified in rule 114B

1. Full name and address of the declarant: _____
2. Particulars of transaction: _____
3. Amount of the transaction: _____
4. Are you assessed to tax? Yes No
5. If yes,
 - (i) Details of Ward/Circle/Range where the last return of income was filed?
 - (ii) Reasons for not having Permanent Account Number?
6. Details of the document being produced in support of address in column (1)

Verification

I, _____ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____

Date: _____

Place: _____

Signature of the declarant

Instructions: Documents which can be produced in support of the address are:

- (a) Ration Card
- (b) Passport
- (c) Driving Licence
- (d) Identity Card issued by any institution
- (e) Copy of the electricity bill or telephone bill showing residential address
- (f) Any document or communication issued by any authority of the Central Government, State Government or local bodies showing residential address
- (g) Any other documentary evidence in support of this address given in the declaration

HSBC 

Terms and Conditions

Bill Payment Service for Offline Registration – Auto Debit

HSBC India

Please note that the bill amount will be debited to your Bank account/Credit Card at least 6 business days** before the due date. Please ensure that your bank account/Credit Card has the necessary balance.

- 1) This service is brought to you by HSBC India and any participation is voluntary. This service is available to all HSBC Credit Card/Debit Cardholders and all the Bank account holders having Savings and/or Current Accounts with HSBC India (hereinafter referred to as the "Customer").
- 2) Under this service, the Customers will be able to pay various bills pertaining to services such as mobile phones, electricity, telephone, insurance premium, etc. (hereinafter referred to as "Utility Bills") by issuing Auto debit instructions to HSBC India to debit their Credit Card/Debit Card/Savings/Current Account with HSBC for payment of the Utility Bills.
- 3) In the registration form for availing the Bill Payment Service, the Customer shall inform HSBC India the names of the company, organisation or entity that sends a bill, statement or invoice, for a product or service (hereinafter referred to as "Biller/s").
- 4) When the Customer registers a Biller for Auto Debit, the Customer authorises HSBC India to debit the Customer's Savings Account/Current Account/Credit Card for the specified payment on the due date. Registration for the service is not immediate and the time taken for registration varies from Biller to Biller. By registering for Biller(s) through the Bill Payment service via Auto Debit, the Customer agrees that HSBC India is authorised to accept the Customer's instructions to make payment from the Customer's accounts / Credit Card linked to the Customer's PBN (personal banking number)/ Customer ID, only upto a total of `2,50,000 per day (from 00:01 hours to 24:00 hours Indian Standard Time). For PhoneBanking, this limit will be reduced by any transfer payments to pre-designated payees initiated by the Customer during the day (from 00:01 hours to 24:00 hours Indian Standard Time). In case of Credit Cards, this would be upto the available credit limit or `2,50,000, whichever is lower.
- 5) For any registration received between 1st and 21st of every month, the Service Start Date (SSD) would be the 1st of the subsequent month. However for registrations received after 21st (upto last date of the month), the SSD would be the 1st of the next month. All Auto Debit instructions would be debited from your authorized account/Credit Card at least 6 business days prior to actual bill due date. (Please continue paying your bills as usual until you get intimation from HSBC via E-mail, SMS confirming your registration).
- 6) The Customer understands that HSBC India engages third party agent(s) to provide this service and the Biller information will be shared with the third party service providers as and when required.
- 7) The Customer will have to provide the Credit Card number and expiry date of the Credit Card/Savings or Current Account number to enable HSBC India to carry out the Auto Debit instruction. The Credit Card number and the expiry date will be shared with third party payment gateway service provider who would seek authorisation on the Credit Card prior to processing the Auto Debit transaction.
- 8) In case of New to Bank (NTB) accounts, the Customer authorises HSBC India to debit the account number/Credit Card number as and when generated after completion of the necessary account opening formalities.
- 9) If the Customer registers for a Biller on Auto Debit, then the Customer shall not be able to register for the same Biller on any other bill payment services provided by HSBC India and vice versa.
- 10) In case of an existing registered Auto Debit facility with HSBC India, HSBC India shall not be responsible to initiate any refunds on account of any duplicate payments made by the Customer via other alternate channels.
- 11) In the event of change in Credit Card number on account of Card renewal/lost Card replacements, the Customer shall inform HSBC India about the same and HSBC India would thereafter upload the new number for the Auto debit.
- 12) In case the payment on the Customer's Auto Debit fails on account of insufficient balance/limit on Credit Card, HSBC India retains the right to cancel the Customer's Auto Debit instruction with HSBC India without giving any prior notice of the same.
- 13) In case of any change in the Customer's mobile number or email address, the Customer shall inform HSBC India about the same and HSBC India will thereafter upload the new number/email address. HSBC India shall not be responsible for any delays in payment notification on account of incorrect mobile number or email ids.
- 14) HSBC India shall not be responsible for any delays made by the Billers (Utility Companies) on account of any errors/omissions on the part of Billers in validation or crediting the Customer's bill amount to the Customer's account. The Customer shall have to raise any disputes in this regard with the concerned Biller.
- 15) HSBC India or its agents shall not be liable if they are unable to effect any instructions to pay (Payment Instruction) on the date of account being debited (Payment Date) and/or the due date mentioned on the bill (Due Date) due to any one or more of the following circumstances:
 - a) If the Customer's Bank Account does not contain sufficient funds to cover the payment of the respective bill or the bill amount exceeds the overdraft limit, if any, granted to the Customer.
 - b) If the Customer makes a bill payment through his Credit Card and the attempt to debit the Customer's Credit Card results in an authorisation failure due to various reasons including but not limited to, sufficient limit not available, Credit Card in delinquent status, Credit Card in closed status etc.

- ii) If the funds available in the Payment Account/Credit Card are under any attachment, lien or charge.
 - iii) The name of Biller and/or details required by the Biller for effecting the payment are not correctly provided by the Customer.
 - iv) Due to refusal of the Biller to receive the payment for any reason whatsoever.
 - v) For any causes due to force majeure such as earthquake, flood, fire and other natural calamities or circumstances beyond the control of HSBC India or its agents.
- 16) HSBC India shall not be responsible if the payment instructions are not effected for reasons not directly attributable to HSBC India or its agents nor for any claim for consequential or punitive damages or for loss of profit. Refunds for rejected payments processed by HSBC India will be credited to the Customer's bank account/Credit Card within 5 business days from the date of debit.
- 17) HSBC India or its agents shall have the right to suspend the operations of the Bill Payment Service or alter the Terms and Conditions of the Bill Payment Service without notice and at their sole discretion.
- 18) The Customer can delete any Biller on an Auto debit instruction or deregister to the service by providing this instruction on HSBC India's PhoneBanking service. The instruction would be effected within a maximum of 2 working days.
- 19) The Customer can cancel the Customer's existing Auto debit instruction by providing atleast 1 working day's prior notice. Payments scheduled within 1 working day/s would be acted upon as per the original instruction. The Customer can also convert from Auto debit to any other bill payment facility like View n Pay (VNP) or vice-versa by filling up a new registration form.
- 20) On deletion of any Biller, the status of the registration will change to "To be deleted". There would be a look up period of 7 days** where the customer would be given an option to 'activate' this once again. At the end of the 7th Day, the registration would be 'Deleted'.

21) ALTERATIONS AND AMENDMENTS

HSBC India has the right to amend or supplement any of these Terms at any time without prior notice and at its absolute discretion. Changed Terms and Conditions will be displayed on HSBC India's Internet Banking website. By using the Bill Payment Service, you will be deemed to have accepted the changed Terms and Conditions.

- 22) In order to register for this service, the Customer needs to register at least one Biller. The bill copy attached should be of the latest month available.
- 23) If the Customer mentions an incorrect or non-existing mobile no. or E-mail Id, then his/her Bill payment registration shall not be processed. Also the details mentioned for the Billers registered should match with the bill copy attached. In case of a mismatch, the bill registration shall be rejected.

24) DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

The Customer authorises HSBC India to share the Customer's personal and bill payment related information with its agents, Billers and/or financial institutions acting as payment gateways/service providers. The Customer accepts and acknowledges that HSBC India shall be entitled to assign any activities to any third party agency at its sole discretion.

- 25) The Auto bill pay facility on the Credit Card for Bill Payment Service will be valid only after the Credit Card is issued by HSBC India and the issuance of the Credit Card is at the sole discretion of HSBC India.

** Days can be modified by HSBC India from time to time.

I/We hereby confirm that I/We have read and understood the aforesaid Terms and Conditions pertaining to the Bill Payment Service, mentioned in this document and agree to abide by the same.

Signature
(First/Sole Holder)

Signature
(Second Holder)

Signature
(Third Holder)



Letter of Authorisation

- Please provide authorised signatory's photograph with his/her signature on it.
- Please produce separate documents as evidence Proof of Identity (List A) and Proof of Address (List B) from Third Party authorised to operate A/c.

List A

- Passport, Voter's ID, Permanent Driving Licence, Govt. employee ID Card, Defence ID Card, Permanent Account Number (PAN) Card.

List B

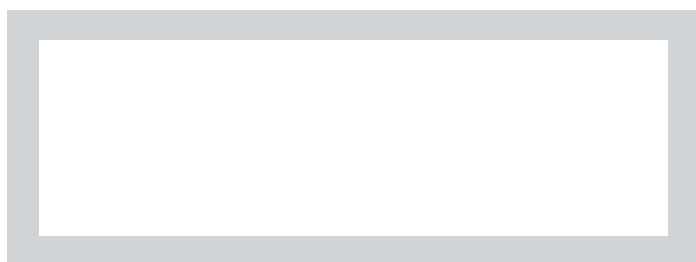
- Passport, Voter's ID, Permanent Driving Licence, Society outgoing Bill, Electricity / Water / Telephone Bill, Property Tax Bill, Domicile certificate with address issued by Municipal Corporation.

Please sign across your photograph and the authority form after it has been pasted on the form.

PERSONAL ACCOUNT SIGNATURE CARD

Account Type: _____

Third Party authorised to operate A/c:



Name of Signatory: _____

Former/Other Name (if any):
(supporting documents are required for Former/Other name)

Residential Address:

Permanent Address:
(if different from above)

Date of Birth:

Nationality:

Signature of person authorised:

Customer No.:	
ATTESTED BY	Name: 1st applicant
	Signature:
	Name: 2nd applicant
	Signature:
	Name: 3rd applicant
	Signature:
Account Opening Date: Signature updating date:	
Signing Instructions (for Joint A/c only):	
Account Opening Date: Signature updating date:	

Terms and Conditions

SmartMoney International Account (SIA)

HSBC India

1) Definitions:

"Amounts Due" means all amounts due and payable by the borrower(s) to the Bank in respect of the SmartMoney International Account 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 non resident Indian (NRI) account holder of the Bank who is desirous of availing the SmartMoney International 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 International Account 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: (i) 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 International 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 NRE (subject to a maximum of ` 100 lakhs)/NRO Fixed Deposit accounts, 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 an interest rate of 2% over the weighted average of the interest rates applicable to the linked Fixed Deposits plus applicable tax, if any.

OR

90% of the Rupee equivalent of the amount in all my/our linked FCNR Fixed Deposit Accounts (subject to a maximum of ` 100 lakhs), and the renewal(s) thereof, with the Bank, calculated at a rate of exchange as may be determined by the Bank, or such lesser sum and for so long as the Bank in its sole discretion may deem fit subject to a maximum of the Bank's Prime Lending Rate as may be declared by the Bank from time to time plus applicable tax, if any.

(It is hereby clarified that 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, as mentioned hereinabove, 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).

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 Non resident Indian (NRI) 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 SmartMoney International 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)'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) availing this 'Facility' is liable to comply with the Foreign Exchange Management Act of 1999, and the rules and regulations made thereunder and any amendments thereto.

- xi) 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.
- xii) 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.
- xiii) 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.
- a) 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.
 - b) 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.
 - c) 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.

