# Different needs, one answer Personal Loans from HSBC



# **Personal Loan Application Form**

## **Key Things You Should Know**

- The maximum loan amount that can be availed is ₹30 Lakh. Select customers may be eligible for loans up to ₹50 Lakh based on the internal credit policy of HSBC
- The Personal Loan is offered at a rate of interest which is fixed across the tenure of the loan. Terms on which the loan is offered are stated in the loan aareement
- Please read the loan agreement carefully and ensure that key terms such as interest rate, processing fees, prepayment charges are clearly stated before you sign the agreement
- You can prepay the Personal Loan as per the terms detailed in Schedule I of your Personal Loan agreement, by giving a written instruction to the Bank Refer to the 'Loan Service Charges and Fees' section on our website www.hsbc.co.in for service charges (including prepayment charges) applicable on your loan post disbursement
- Interest on your Personal Loan account accrues on a daily basis and is payable in Equated Monthly Instalment (EMI) on the due date
- You can pay your EMIs through National Automated Clearing House (NACH) or by setting up a Standing Instruction (SI) on your HSBC Bank Account You need to pay your EMI on the due date. Non-payment of EMI would impact, but will not be limited to:
- Your credit rating (reporting to Credit Information Companies (CICs))
  - This will have an impact on other credit facilities availed of from HSBC
  - The Bank may initiate recovery proceedings to recover the dues
- Please visit Personal Loans section on our website www.hsbc.co.in for detailed terms and conditions
- HSBC will notify you of any changes in the terms and conditions of this product with prior notice of one month
- The applicant acknowledges the right of the Bank to provide details of his/her account to third party agencies for the purpose of availing of support services of any nature by the Bank
- The Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the Liberalized Remittance Scheme (LRS). Therefore utilising the disbursed loan amount towards facilitating remittances under LRS is prohibited.

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

# **Financial Documents Required**

## Salaried

- 3 months salary slip (mandatory)
- Bank statements of the primary account for the last 3 months (mandatory)
- Acknowledged IT return (latest) for one year (optional)
- Latest form 16 (optional)

## Proforma Invoice

#### Self-employed/Proprietor

- P&L account and balance sheet for the last 2 years certified/audited by a C.A. (mandatory)
- Acknowledged IT returns for the last 2 years (mandatory) Bank statements of the primary account for the
- last 6 months (mandatory)



Account Opening Information and Choice of Accounts															
Please check 🚺 the relevant option 🛛 Custom	ner ID:														
A. Loan details New Personal Loan	Balance Transfer	Balance	Transfer+Top	Up	Tc	op Up	)								
B. I have an existing HSBC relationship	Existing HSBC rela	tionship													
Sole/First accountholder Yes No	Bank account 🗌 Ye	s No													
Joint accountholder 1 Yes No	Loan account 🗌 Ye	s No													
Joint accountholder 2 Yes No	Credit card Ye	es No													
	account														
Personal Details															
Residential status Resident Non-Resident	Foreign national	Person	of Indian Orig	in											
Salutation Mr. Mrs. Ms. Mst.			or matan ong												
Full name (In the order of First Name, Middle name, Last name	)														
Are you known by any other names: Yes No															
Former/other Name/Maiden Name (If any) (In the or	der of First Name, Middle na	ame, Last name)													
Name (Same as per ID proof) (provide if different from Full nar	ne)														
Date of birth		Gend	er M	F 🔄 Th	nird G	ende	r								
Place/City of Birth															
Nationality(country/region/territory)/Citizenship of			Multiple	e Natior	nality	count	ry/reg	ion/tei	rritory		Yes		No		
Nationality(country/region/territory)/Citizenship 1		Natio	nality(country/r	egion/terri	itory) <b>/C</b>	itize	nshi	p 2 _							
KYC number	(number would be	e given by the Cer	ntral KYC registry	<b>)</b> (If availa	ble)										
PAN card Number	or Form 60	attached'													
Father's name															
Spouse's name															
Mother's name															
Marital status Arried Single Other_															
My Identification details:															
UID Aadhaar number (if eligible) (only la	st 4 digits) o	or if applied Ei	nrolment num	ber											
	C	or Virtual ID													
Passport/NREGA Card	E	Expiry date of	Passport												
Voters ID/Driving Licence	E	Expiry date of	Driving Licen	се											
Declaration for Aadhaar      I/We am/are voluntarily providing a physical co	ny of my Aadhaar car	d/e-Aadhaar	card in a mas	ked for	m to l	HSB	C for	the	nurn	INSE	ofe	esta	hlish	nina	mv/
our identity/address proof to set up a banking r							5.0.	cirio	pup				0.1101		,,
I hereby provide my consent for verification of Act or law from time to time. The consent and															
I acknowledge that the Bank will store the said			•												
permitted. I also acknowledge that the Bank ha of Aadhaar for setting up a banking relationshi		h alternate op	otions in term	s of ide	ntity (	docu	men	ts th	at co	ould	l be j	oro	video	d in l	ieu
Officially Valid Documents - Proof of Address	(any one)														
Aadhaar card Passport Voters ID	NREGA job card	d Drivir	ng licence	Oth	ers							_			
Education: Undergraduate Graduate	Postgraduate	Professional	Others							_					
Information required for Regulatory reporting pur	poses:														
With the objective of monitoring flow of credit to applicable to you:	minority communiti	ies and other	categories,	we requ	uest y	ou to	o kir	ndly	prov	ide	the	info	orma	ition	as
Minority Community: Sikh Muslim	Christian Zoro	oastrian E	Buddhist	Jain	No	one o	f the	se							
Other Category: GEN ST SC	OBC Others														

Address - Residential and Employment	
Current Address/Valid In-force Address	
Flat number and building name	
Road number/name	Area and landmark
City District	State State
Country/Region Pin code	Telephone/Mobile number (Res.)
E-mail	(STD code)
1. Is this address residential and business Yes No	2. Is your current address same as permanent address Yes No
3. Is this current resident address less than 12 months Yes No (if Yes, please provide the address details in Additional Details Section)	(if No then please provide the address details in Additional Details Section) 4. Years at present address Years Months
House ownership Company residence Fully owned private house	Mortgaged property Rented house Living with parents/relatives
Others PG/hostel	
Address for Communication Current residential address	Permanent address Company address
Permanent address	
Flat number and building name	
Road number/name	Area and landmark
City District	
Country/Region Pin code	Telephone/Mobile number (Res.)
	(STD code)
Office address Company name:	Building name:
Road number/name	Area and landmark
City District	State
Country/Region Pin code	Telephone (office)
E-mail	
Employment details	
Employment details         Employment status       Employed (Salaried)       Self-employed	
Employment status Employed (Salaried) Self-employed	Occupation details
Employment status       Employed (Salaried)       Self-employed         Salaried       Salaried	Occupation details Senior Management Manager/Executive Non-Executive
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation	
Employment status       Employed (Salaried)       Self-employed         Salaried	Senior Management Manager/Executive Non-Executive
Employment status       Employed (Salaried)       Self-employed         Salaried       Image: Self state sta	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation         MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces
Employment status       Employed (Salaried)       Self-employed         Salaried	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces
Employment status       Employed (Salaried)       Self-employed         Salaried          Nature of organisation          MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)         Self-employed          Your firm is       Proprietorship       Partnership	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces
Employment status Employed (Salaried) Self-employed   Salaried   Nature of organisation   MNC Government PSU   Public Limited Private Limited Proprietorship   Partnership HUF   Others (please specify)   Self-employed Your firm is Proprietorship Partnership Private Limited Employment Role	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces         Salaried       Seafarer
Employment status Employed (Salaried) Self-employed   Salaried   Nature of organisation   MNC Government PSU   Public Limited Private Limited Proprietorship   Partnership HUF   Others (please specify)   Self-employed Your firm is Proprietorship Partnership Private Limited Employment Role Business Owner - What is the name of the business you own?	Senior Management Manager/Executive Non-Executive Teacher Police Armed forces Salaried Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried	Senior Management Manager/Executive Non-Executive Teacher Police Armed forces Salaried Seafarer
Employment status Employed (Salaried) Self-employed   Salaried   Nature of organisation   MNC Government PSU   Public Limited Private Limited Proprietorship   Partnership HUF   Others (please specify)   Self-employed Your firm is Proprietorship Partnership Private Limited Employment Role Business Owner - What is the name of the business you own?	Senior Management Manager/Executive Non-Executive Teacher Police Armed forces Salaried Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried          Nature of organisation          MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)          Self-employed            Your firm is       Proprietorship       Partnership       Private Limited         Employment Role        Business Owner - What is the name of the business you own?	Senior Management Manager/Executive Non-Executive Teacher Police Armed forces Salaried Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation         MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)         Self-employed       Self-employed         Your firm is       Proprietorship       Partnership         Business Owner - What is the name of the business you own?       Employee - What is your employer's name?         Key Controller - What is the name of the business you control?       Sole Trader - What is the name you trade under?         To be filled by both salaried       Solaried	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces         Salaried       Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried          Nature of organisation       MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)       Self-employed         Self-employed       Self-employed       Employment Role         Business Owner - What is the name of the business you own?       Employee - What is your employer's name?       Self Trader - What is the name of the business you control?         Sole Trader - What is the name you trade under?       To be filled by both salaried       Nature of business       IT       Finance       FMCG       Pharmaceur	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces         Salaried       Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces         Salaried       Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation         MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)         Self-employed       Self-employed         Your firm is       Proprietorship       Partnership         Business Owner - What is the name of the business you own?	Senior Management       Manager/Executive       Non-Executive         Teacher       Police       Armed forces         Salaried       Seafarer
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation         MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)         Self-employed       Your firm is       Proprietorship       Partnership         Business Owner - What is the name of the business you own?	Senior Management Manager/Executive   Teacher Police   Salaried Seafarer     Salaried     Image: Seafarer     ical Infrastructure   Textile Construction
Employment status       Employed (Salaried)       Self-employed         Salaried         Nature of organisation       Overnment       PSU         Public Limited       Private Limited       Proprietorship         Patnership       HUF       Others (please specify)         Self-employed       Self-employed         Your firm is       Proprietorship       Partnership         Business Owner - What is the name of the business you own?	Senior Management Manager/Executive   Teacher Police   Salaried Seafarer     Salaried     Image: Seafarer     ical Infrastructure   Textile Construction
Employment status       Employed (Salaried)       Self-employed         Salaried       Nature of organisation         MNC       Government       PSU         Public Limited       Private Limited       Proprietorship         Partnership       HUF       Others (please specify)         Self-employed       Self-employed         Your firm is       Proprietorship       Partnership         Business Owner - What is the name of the business you own?	Senior Management Manager/Executive Non-Executive   Teacher Police Armed forces   Salaried Seafarer

My Loan Requirements	
Personal Loan amount required for ₹	Personal Loan tenure required
Purpose of availing a Personal Loan	
Other consumer durable(s)	Children's Education
Travel/Holiday	Working capital (advertising, wages, rent, other costs)
Purchase of Electric Vehicle (EV)	Educational purpose
Professional/Office equipment	Other business use
Raw material	Other
Medical Expense	
Name of the Dealership (as per Bank records):	Account Number:
For NEFT transfer, IFSC code (of the dealership):	Bank Name:
My Repayment Instructions	
I wish to settle my monthly instalment/EMI with	
a debit to my HSBC India Current/Savings Account number	OR NACH (National Automated Clearing House)

## **Relationship Declaration**

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

Yes	No

#### If yes:

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

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

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

#### Definition

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

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

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

#### Scenario (A)

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

#### Scenario (B)

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

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

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

The scope of the term 'relative'/'near relation' will be as under:

	• Spouse • Father • Mother (including step-mo	ner) • Son (including step-son) • Son's wif	e • Daughter (including step-daug	nter) • Daughter's husband
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• Brother (including step-brother) • Brother's wife • Sister (including step-sister) • Sister's husband • Brother (including step-brother) of the spouse

• Sister (including step-sister) of the spouse

## Additional Section for Address Details

#### Other residential address

Previous address (if resident at current address for less than 3 year
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Flat number and building name	
Road number/name	Area and landmark
City District	State State
Country/Region Pin code	Telephone/Mobile number (Res.)
	(STD code)
Years at previous address Years Months	

### **Customer Declaration and Consent**

I/We do hereby certify that the information provided by me/us in this application form is true and correct in all respects and HSBC is entitled to verify this directly or through any third party agent. I/We further acknowledge the Bank's right to seek any information from any other source in this regard. I/We do understand that all the above mentioned information will form the basis of any facility that the Bank may decide to grant me/us at its sole discretion. I/We do further agree that any facility that may be provided to me/us shall be governed by the rules of the Bank that may be in force from time to time. I/We will be bound by the terms and conditions of the facility that may be granted to me/us. I/We do authorise the Bank to debit my/our any other account with the Bank for any fees, charges, interest, etc., as may be applicable in case of default. I/We undertake and declare that I/we will comply with the Foreign Exchange Management Act, 1999 (FEMA). I/We undertake not to use the credit facility being availed herein for remittances for capital account transactions under the Liberalised Remittance Scheme (LRS) and the applicable rules and regulations thereunder and any amendments thereof. I/We undertake to intimate the Bank before proceeding overseas on permanent employment and/or emigrating and/or changing my/our nationality (country/region/territory).

I/We do hereby declare that I/we am/are not a near relation to any senior officer of the Bank or any directors of any HSBC Group Companies (if not, please strike off, else provide a separate list of relevant related persons). I/We also confirm that as on the date of this application, there are no legal proceedings of any nature, initiated by other banks/financial institutions, being faced by me/us. I/We acknowledge that the Bank may assign any activities to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). I further agree and consent to HSBC providing details of my/our account and sharing or transfer of information, on a strictly 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. HSBC may also disclose any 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/We understand and consent to HSBC using or sharing information submitted by me/us to conduct employment verification and other related checks, through third party agency(ies) engaged by it, from public information sources such as Employees' Provident Fund Organization (EPFO).

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

- 1. I/We consent and authorise HSBC to generate subsequently an additional report through Credit Information Companies (CICs) or authorised agency/bureau to process my loan application, in the event the necessary documentation and processes are not completed as per HSBC's policies.
- 2. I/We further agree to receive SMS Alerts/E-mail related to my/our application status and account activity as well as product use messages that the Bank will send, from time to time, on my/our mobile phone number/registered e-mail ID as mentioned in this application form.

#### Note:

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

Once your Personal Loan application is approved and the loan is disbursed, Personal Loan welcome pack will be sent to your registered e-mail ID with the Bank. The welcome pack will provide details on the Key Things You Should Know about your Personal Loan, Most Important Terms and Conditions, copy of the BCSBI Code and details of the 30 Day Service Pledge offered by HSBC. In case you wish to receive the welcome pack in physical form, you may place a request by calling HSBC PhoneBanking.

#### Interest Illustration

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

Month	Outstanding Balance (₹)	EMI (₹)	Interest (₹)	Principal (₹)
0	200,000	-	-	-
1 <sup>st</sup>	195,635	7,031	2,667	4,365
2 <sup>nd</sup>	191,212	7,031	2,608	4,423
3 <sup>rd</sup>	186,730	7,031	2,549	4,482

#### Note:

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

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

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

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

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

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

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

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

I/We hereby acknowledge and agree as follows:

- The Government of India vide their Notification dated 26 November 2015 authorised the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) to act as and to perform the functions of the Central KYC Records Registry under the said rules, including receiving, storing, safeguarding and retrieving the KYC records under the Prevention of Money Laundering Act, 2002.
- ii) In compliance with the Master Direction on KYC issued by The Reserve Bank of India (RBI), HSBC shall capture the KYC data/records of its individual customers and shall update/upload the same onto CKYCR. A KYC identifier, as generated by CKYCR, shall be communicated to me/us by HSBC.
- iii) HSBC shall also be entitled to download KYC information of the individual customers as and when required for KYC compliance, as per the applicable laws/ regulations.
- iv) All KYC related information provided by me/us to HSBC are true and correct and I/we undertake to inform HSBC of any changes thereto, immediately. In case any of the information provided are found to be false, misleading, or misrepresenting, I/we are aware that I/we shall be held liable for the same
- v) I/We hereby consent for receiving information from CKYCR through SMS/E-mail on the above mentioned registered number/e-mail address

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

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

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

I/We acknowledge and agree that any such sharing or transfer of information will be on a confidential basis and that HSBC India or HSBC Group offices or other third party service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

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

#### E-mail Statement:

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

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

#### 1. Marketing offers

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

#### 2. Assignment of activities to third party agencies

I/We acknowledge that the Bank remains entitled to assign any activities to any third party agencies/service providers at its sole discretion.

## Photographs

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

1<sup>st</sup> applicant

Applicant signature

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

#### **Relationship Manager/Sales Representatives confirmation**

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

- i. The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.
- ii. The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.

Employee name		
Employee number		
	Signed in my presence (b	y Bank staff)
Please tick the applicant category as applicable:		
Cards (pre-selected)	Top-up (pre-selected)	Liability (pre-selected)
Liability accountholder	Corporate Employee Programme	Cards (pre-qualified)
Top-up (pre-qualified)	Liability (pre-qualified)	Staff
Award Staff	Others	
Priority Sector Lending (PSL)	Yes No	

THIS PACE HAS BEEN LET BLANK MIEMONALIN

## Agreement for Personal Loan

This agreement for personal loan is made on the date and at the place as stated in the Schedule 1 hereto Between The Borrower(s) whose name and address is stated in Schedule 1 hereto, hereinafter called the 'Borrower(s) which expression shall unless the context otherwise requires, include his/her heirs, executors, administrators and permitted assigns.

#### And

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

## WHEREAS

The undersigned Borrower(s) has/have requested for a personal loan for purchase of Electric Vehicle (EV) of an amount not exceeding

Rupees \_\_\_\_\_\_\_ only (hereinafter referred as 'EV Loan or EV Loan Facility')and the Bank has agreed to accede to the said request, subject to the Borrower(s) tendering requisite documents, executing present agreement and such documents as may be required by the Bank from time to time.

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

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

- 1) Interest, Fees, Charges, Cost and Payment: The parties agree that interest, fees, charges and payment (pre-payment and partial payment) would be as per terms stated vide Schedule 1 of this Agreement. The Borrower further agrees that:
  - a) Borrower(s) shall pay stamp duty as applicable to this agreement and undertakes to pay or reimburse to the Bank, all statutory charges/stamp duties as may be payable/applicable in future, due to adjudication by tax authorities or enhancement/amendment to the EV Loan facility.
  - b) Borrower(s) shall pay any charge, sum levied on the account due to dishonour of any repayment instructions.
  - c) Borrower(s) shall pay any charge, sum, cost, which the Bank would reasonably incur pursuant to enforcing to demand of dues, enforcement on breach of contract or on initiation of any recovery proceedings.
  - d) Borrower(s) shall pay a one-time upfront fee specified in the Schedule 1 hereto, which fee shall be deducted by the Bank at the time of disbursal of the EV Loan. The Borrower(s) agrees that the said fee may also be utilised to partially defray expenses that may be incurred by the Bank towards documentation and other incidental expenses incurred in origination of the EV Loan.
- 2) **Repayment of EV Loan through Equated Monthly Instalments (EMI):** The Borrower(s) shall repay the EV Loan, and the interest payable thereon, in monthly instalments as per repayment Schedule specified in the Schedule I. The Borrower agrees that:
  - a) Borrower(s) shall pay regular monthly EMI, irrespective of any dispute on the EV Loan facility or interest and charges applicable thereto.
  - b) If the due date for payment/debit of the Equated Monthly Instalment for the EV Loan falls on a Sunday/Public holiday(s), the same shall be paid/ debited on the next working day. Due and applicable interest will be calculated inclusive of said Sunday/Public holiday(s) and shall be payable by the Borrower to the Bank.
  - c) Borrower(s) shall repay the monies in respect of the EV Loan through any modes updated to the Bank, like The Electronic Clearing System (Debit Clearing)/Standing Instruction for direct debit from the Borrower(s) bank account held with HSBC ('Direct Debit method' or 'SI').
  - d) Borrower agrees that the due date for the repayment of EMIs shall be the 5th or 15th day of every English calendar month following the month of disbursement in respect of the EV Loan. The actual due date of repayment shall be dependent on the date of disbursal of the EV Loan amount by the Bank. Any delay in the payment of an EMI shall entail an additional interest of 2% p.a., above the agreed rate as per Schedule I upon the outstanding balance of the EV Loan.
  - e) Borrower(s) can only prepay the entire outstanding balance of the EV Loan after the expiry of the lock-in period as specified in Schedule I of this Agreement. In such event, the Bank shall be entitled to charge prepayment charges/fee (as specified in Schedule I), on the amount so prepaid. Prepayment charges/fees as levied will be applied to the EMIs in inverse order of maturity.

Special Mention Accounts (SMA) Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly	
SMA-0	Up to 30 days	
SMA-1	More than 30 days and up to 60 days	
SMA-2	More than 60 days and up to 90 days	

#### Standard Illustration SMA/NPA classification

**Example:** If due date of the EV Loan account is 31 March 2021, and complete dues are not received before the Bank runs the day-end process for this date, the date of overdue shall be recorded as 31 March 2021. If it continues to remain overdue, the EV Loan account shall get tagged as SMA-1 upon running day-end process on 30 April 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for the EV Loan account shall be 30 April 2021. Similarly, if the EV Loan account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on 30 May 2021 and if it continues to remain overdue further, it shall get classified as NPA upon running day-end process on 29 June 2021.

#### 3) Borrower(s) undertaking, representations and duties:

a) Borrower(s) shall promptly notify the Bank of any circumstances and conditions which have/may have a material adverse effect (the effect or consequence of any event or circumstance which is or is likely to be adverse to the ability of the Borrower(s) to repay the EV Loan dues or

perform/comply with any of the respective obligations agreed under this agreement). This may include but not be restricted to breach of terms agreed vide this agreement, updation to the Bank about death of an applicant, commencement of Insolvency/ Bankruptcy/Criminal/Recovery proceedings.

- b) Borrower(s) shall not use the EV Loan for an antisocial, illegal, unlawful, speculative activities or contrary to the purpose as specified in the EV Loan application form.
- c) Borrower(s) shall solely be responsible for fulfilling, any tax related obligation arising from availing this EV Loan.
- d) A detailed Amortisation Schedule, containing the due dates of repayment as well as the principal and interest apportionment, shall be issued to the Borrower as part of the Welcome Kit documentation after the disbursal of the EV Loan. The Borrower understands and agrees that the Amortisation Scheduled shall be read along with and be construed to form an integral part of this EV Loan Agreement.
- e) The records maintained by the Bank shall be conclusive proof of the amounts outstanding and due from the Borrower(s).
- f) Borrower(s) agrees to indemnify and agree to keep indemnified the Bank from time to time and at all times thereafter against all claims, costs, losses, damages, charges, expenses and liability of any kind or nature whatsoever and expenses that may be incurred by the Bank by reason of any act or default on the part of the Borrower(s) in respect of the EV Loan and/or for the recovery of the outstanding dues on account of failure of the Borrower(s) of any of the terms and conditions herein.
- g) Borrower(s) liability for repayment of the dues shall, in cases where more than one Borrower(s) have jointly applied for the EV Loan, be joint and several.
- h) Borrower(s) undertakes to keep the Bank informed of any change in his/her e-mail ID, telephone number, mobile number, address and employment details. The Borrower authorises the Bank to update the contact information change that the Bank may be informed of and hereby authorises the Bank to contact the Borrower at the updated contact details, by post, telephone, e-mail, SMS/text messaging.
- i) The Borrower(s) would commit an event of default (i) if there is a failure to pay the agreed dues or any fee, charges or costs or an EMI for more than 15 days, from the date when it became due (ii) if there is breach of terms and conditions agreed herein or a misrepresentation of facts made while availing the EV Loan Facility (iii) if the Borrower is declared insolvent (iv) if there is initiation of criminal or a judicial proceeding, which the Bank thinks impacts it's interest (v) there exists any other circumstance, which, in the sole opinion of the Bank, impacts the Bank's interest. If the Borrower(s) commits an event of default then the Bank shall be entitled to (i) call upon the Borrower to pay forthwith the total outstanding balance of the EV Loan account together with interest (ii) exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank (iii) exercise any other right as deemed appropriate in the interest of the Bank.
- j) Borrower(s) agrees that the disbursements under the EV Loan shall be deemed to be made on the date the cheque(s)/pay order(s)/ authorisation(s)/demand draft(s) are issued/made by the Bank and not on the date of their actual receipt, and if by credit, when credit is made by the Bank.
- k) Borrower(s) understands and agrees:
  - to use Leegality or any other digital document execution platform as a mode of execution of this Agreement and as a mode of authenticating and accepting the contents of this Agreement;
  - acknowledge that the Agreement executed online and digitally will be deemed to be a document executed by the Borrower and the Bank will be entitled to treat that as a genuine and binding mode of execution;
  - by this digital execution, the Borrower(s) has accorded its written approval/consent to the authorizations, declarations, undertakings and terms and conditions mentioned herein and hereby authorize the Bank to rely upon the same;
  - that the Borrower shall not raise any dispute in relation to this Agreement executed digitally on the ground that the same was not signed on wet ink or physically;
  - that the Bank will process this Agreement based on the Borrower's above representation.
- Borrower(s) agrees that pursuant to banks obligation to ensure adherence to financial crime compliance, the Bank may, take appropriate
  actions in form of using, screening, intercepting, combining borrower(s) information with other related information in the possession of the
  Bank and/or making further enquiries in this regard, and the borrower(s) would assist the Bank, with furnishing of information, and not raise
  objection to same.
- m) Borrower(s) agrees that the Bank reserves a right to allow/restrict operations in a newly opened/existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy. Further he Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in bank records

## 4) Disclosure of Information:

- a) The Borrower(s) accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower(s), the EV Loan facility, any other transactions that the Borrower(s) has with the Bank, the Borrower(s) account, and the agreements and documents related to the EV Loan facility and transactions, including but not limited to information relating to default, if any, committed by the Borrower(s), in the discharge of the Borrower(s) obligations in relation to the EV Loan facility or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India (RBI) and/or to the Credit Information Companies (CICs) and/or to any other agency or body as authorised in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the EV Loan facility, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
- b) Borrower(s) agrees that the Bank may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive personal data, for purposes, including but not limited to data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products, marketing financial services or related products, customer recognition on bank's website, offering relevant product and service offers to customers, etc. Bank may share your information with all its group companies/entities/ subsidiaries/affiliates and/or any other bank/financial institution/society, etc. as necessary, for the aforementioned purposes.

#### 5) Funding:

- a) The Borrower agrees that this EV Loan facility shall be used solely for the purpose of purchasing an electric vehicle. Borrower shall provide the pro forma invoice from the dealer/seller of such electric vehicle (the 'Dealer/Seller') to the Bank for availing the EV Loan.
- b) The Bank will disburse the EV Loan by depositing it into the nominated account of the Dealer/Seller, mentioned in the pro forma invoice. The Borrower accepts and confirms that it shall bear the responsibility of completeness and accuracy of the details of the pro forma invoice, the nominated account of the dealer/seller of such electric vehicle and also the good standing of Dealer/Seller itself. The associated Fee and charges that apply to the EV Loan facility may be deducted from the EV Loan before disbursing it into the Dealer's/Seller's nominated account. The Borrower understands that the EV Loan shall be sanctioned and disbursements will be made subject to the Bank's prevailing policy.
- c) The Borrower agrees that Bank has not sanctioned the EV Loan for the Borrower's personal use and the permitted under this EV Loan facility is purchase of electric vehicle only.

### 6) Delivery:

- a) The Borrower agrees, accepts and confirms that he/she has selected the electric vehicle of her/his own choice
- b) The Borrower agrees that he/she at his/her own cost arrange for and take delivery of the electric vehicle from the Dealer/Seller. The EV Loan facility will be disbursed as per the pro forma invoice procured by the Borrower from the Dealer/Seller as submitted to the Bank and there will not be any charges, expenses that the Bank will be liable to pay.
- c) The Bank will not be liable for any direct or indirect damage or loss suffered by the Borrower from a failure on the Borrower's part or the part of te Dealer/Seller to deliver the vehicle either timeously or at all.

#### 7) Miscellaneous:

- a) Any dispute arising from this agreement would be exclusively adjudicated by courts situated at the city where the EV Loan Facility account is opened.
- b) The parties agree that they can amend or supplement this agreement by executing an amendment agreement in writing.
- c) The Borrower(s) agree that he/she shall not assign or transfer all or any of its rights, benefits or obligations under the EV Loan terms without the approval of the Bank. However, the Bank may, at any time, assign or transfer to any third party, all or any of its rights, benefits and obligations under the EV Loan terms and the other transaction documents. Notwithstanding any such assignment or transfer, the Borrower(s) shall, unless otherwise notified by the Bank, continue to make all payments under the EV Loan terms to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower(s) from all its liabilities in respect of such payments.
- d) The Borrower(s) agrees that this Agreement will become effective upon earlier of: (i) digital execution of the Agreement by the Borrower(s); and
   (ii) disbursement of the Loan by the Bank.
- e) The borrower(s) agrees that on occurrence of default, not only under this EV Loan Facility but also default in payment of dues in any other existing credit facility held with the Bank/or any other entity of its group company, the Bank shall have the right to recover complete dues, by exercising the right of lien and set-off (retaining/continue to hold and/or sell any assets/security/monies, lying in any account(s) standing in the borrower(s) name maintained with the Bank). This right of Bank shall be paramount, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the borrower(s), whether in single name or joint name(s) of the borrower(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of the Bank.
- f) The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.
- g) The Borrower(s) agrees that he/she has fully read the terms and conditions and has tendered true and correct details for availing this credit EV Loan Facility.
- h) The EV Loan amount should be disbursed within 30 days from the date of sanction and may be kept open at the sole discretion of the Bank. Based on internal credit policy, the Bank may at its sole discretion cancel the drawdown of the EV Loan.
- i) The Bank shall have the right to recall the EV Loan at any time at its discretion by serving an advance notice, and upon such recall, the EV Loan and all other amounts stipulated by the Bank shall be payable forthwith. The Borrower(s) agrees to be liable for all amounts due and all costs, charges, penalties, expenses etc., incurred for any recovery and realization proceedings in respect of the EV Loan, including those by third party agents appointed by the Bank.

IN WITNESS WHEREOF THE BORROWER(S) HAS/HAVE EXECUTED THESE PRESENTS ON THE \_\_\_\_\_ DAY

OF\_\_\_\_\_ AT \_\_\_\_\_

Signed and delivered by the Within named Borrower(s)

Signed and delivered By The Hongkong and Shanghai Banking Corporation Limited

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

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

## Schedule I

1.	The name(s) of the Borrower and Co-Borrower:
2.	Address of the Borrower(s):
3.	The amount of EV Loan (Rupees):
4.	Purpose – Purchase of Electric Vehicle (2 Wheeler/4 Wheeler) :
5.	Interest rate type: Fixed on monthly reducing basis with monthly rest, Fixed rate of interest:%
6.	Processing fees: ₹ (The fees/charges specified are non-refundable and the rates of the same shall be changeable at the sole discretion of the Bank.)

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

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

Due date for repayment of EV Loan: 5<sup>th</sup> of every month or 15<sup>th</sup> of every month

9. Prepayment Charges: \_\_\_\_

Lock in Period: 6 months

Sr. No.	Time of Pre Closure Foreclosure/Part-payment charges	
1	For Tenure upto 24 months - NIL foreclosure charges	
2	For tenure > 24 months	
	• 1-12 months 5% of outstanding principle EV loan amount plus applicable GST	
	• 13 to 24 months 4% of outstanding principle EV loan amount plus applicable GST	
	• 25 to 36 months 3% of outstanding principle EV loan amount plus applicable GST	
	• > 36 months 2% of outstanding principle EV loan amount plus applicable GST	

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

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

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

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

Co-Borrower Signature: \_\_\_\_\_

## Letter of Authority

Authority to debit Account number: \_\_\_\_\_

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

I/We further authorise you to debit the above account with ₹\_\_\_\_\_\_for\_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ being the equated monthly instalment for the above EV Loan.



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

Signature Primary Account Holder Signature of Account Holder Signature of Account Holder Name as in bank records Name as in bank records Name as in bank records