

## PRODUCT DISCLOSURE SHEET

Read this Product Disclosure Sheet before you decide to take up the product. Be sure to also read the terms in the Letter of Offer. Seek clarification from the Bank if you do not understand any part of this document or the general terms stated herein.

Standard Home Financing-i (Residential/Commercial)

Ultimate Home Financing-i (Residential / Commercial)

My First Home Scheme-i

Other: \_\_\_\_\_

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

Customer's Name: \_\_\_\_\_

### 1 What is this product about?

The Bank's Standard Home Financing-i, Ultimate Home Financing-i and My First Home Scheme-i are Shariah compliant property financing facilities secured against residential/ commercial properties. Profit rate is calculated on variable rate basis.

### 2 What is the Shariah concept applicable?

- The applicable Shariah concept is Tawarruq which comprises Murabahah and Wakalah. Tawarruq means arrangement that involves sale of an asset to the purchaser on a deferred basis and subsequent sale of the asset to a third party to obtain cash.
- For this product, the Tawarruq arrangement is as follows:  
The Bank will sell the commodities to you on Murabahah basis at the Bank's Selling Price on deferred payment. Under this arrangement, the purchase of the commodities will be performed by the Bank as your Purchase Agent. The Bank (in its capacity as your Sale Agent) will then sell the commodities to a third party Commodity Trader at cost price which is equivalent to the financing amount. The proceeds from the sale of the commodities will be disbursed to you as per agreed terms and conditions.
- Murabahah refers to the selling of goods/assets at a price whereby the cost and profit margin (mark-up) are made known and agreed to by both parties.
- Wakalah refers to a contract in which a party mandates another party as his Agent to perform a particular task in matters that may be delegated voluntarily. Under this product, the Bank will act as your Purchase Agent and Sale Agent to complete the Tawarruq arrangement.

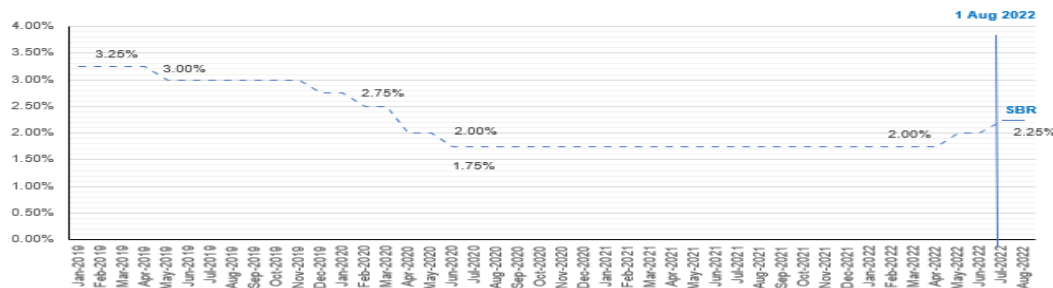
### 3 What is the Standardised Base Rate ("SBR")?

The SBR we offer on this product is based on the benchmark rate specified by Bank Negara Malaysia. The benchmark rate is currently set as the Overnight Policy Rate (OPR), which reflects the monetary policy stance as decided by the Monetary Policy Committee of Bank Negara Malaysia. For more information on SBR implementation, please refer to BNM's Consumer Guide and Frequently Asked Questions (FAQs) at [https://www.mbsbbank.com/SBR\\_BR\\_BFR](https://www.mbsbbank.com/SBR_BR_BFR).

### 4 What are the possible scenarios that may trigger a change in the SBR?

The SBR can rise or fall due to changes in the benchmark rate, i.e. changes in the Overnight Policy Rate (OPR).

### 5 Historical benchmark SBR in the last 3 years



Note: Please refer to the latest update of the historical benchmark SBR at [www.mbsbbank.com](http://www.mbsbbank.com).

### 6 What do I get from this product?

|  |          |   |   |                              |
|--|----------|---|---|------------------------------|
| Property Value (SPA/OMV) (A)                       | RM _____ | Tenure  | : | _____ years                  |
| Property Financing (Basic)                         | RM _____ | Ceiling Profit Rate                                   | : | _____ 11% p.a.               |
| MRTT   | RM _____ | Selling Price   | : | RM _____                     |
| MRPA (if applicable)                               | RM _____ |   |   |                              |
| Will Writing                                       | RM _____ |   |   |                              |
| Others   | RM _____ | Current SBR*  | : | _____                        |
| <b>Total Financing Amount (Purchase Price) (B)</b> | RM _____ | Indicative Effective Profit Rate                      |   |                              |
|  |          | Year 1  | : | _____ % p.a. (SBR +/- _____) |
|  |          | Year 2  | : | _____ % p.a. (SBR +/- _____) |
|  |          | Year 3  | : | _____ % p.a. (SBR +/- _____) |
|  |          | Thereafter  | : | _____ % p.a. (SBR +/- _____) |
| Margin of Financing (MOF) (B ÷ A)                  | _____    | *Profit Rate is calculated based on daily rest basis. |   |                              |

i) Indicative Effective Profit Rate is subject to your credit rating and credit assessment.

ii) Financing calculator is available at the Bank's website for your reference. All calculations are estimations, based on an indicative profit rate.

### 7 What are my financial obligations?

- Servicing the Grace Period Profit (GPP) / monthly progressive profit; or
- Servicing the monthly instalment

Note: The commencement date for payment of (a) and (b) will be as follows:

| Date of First Disbursement | Date of Commencement of First Payment | Eg: Date of First Disbursement | Eg: Date of Commencement of First Payment |
|----------------------------|---------------------------------------|--------------------------------|---|
| 1st – 10th of the Month    | 5th of following month                | 3rd January 2024               | 5th February 2024                         |
| 11th of the Month Onwards  | 5th of next following month           | 15th January 2024              | 5th March 2024                            |

Important: Your monthly instalment and total payment will vary if the SBR changes. Any such variation will be subject to the Bank giving you at least seven (7) days prior written notice (which also includes via electronic means).

| Rate   | Current SBR = | If SBR goes up by 1% = | If SBR goes up by 2% = |
|--|---------------|------------------------|------------------------|
| Monthly Instalments                          | RM            | RM                     | RM                     |
| Total profit charged at the end of [ ] years | RM            | RM                     | RM                     |
| Total payment amount at the end of [ ] years | RM            | RM                     | RM                     |

Note:

- (i) For completed property, you are required to service monthly instalment upon first financing disbursement;
- (ii) For property under construction, the instalment amount is to commence upon full financing disbursement or expiry of grace period. Pending full financing disbursement, you are to service the GPP/monthly profit charged calculated based on actual amount disbursed as follows:

$$\text{Grace Period Profit} = \text{Amount Disbursed} \times \left( \frac{\text{Current profit rate} \times \text{no. of days}}{365 \text{ or } 366} \right)$$

**Example calculation of GPP:**

Assumption Effective Profit Rate = 5.75%; Financing Amount = RM500,000; Total amount disbursed = RM100,000  
 Total Monthly GPP to be paid:  $[100,000 \times 5.75\% \times (30/365)] = \text{RM}472.60$

**Important:** Total monthly instalments and total payment amount may vary due to change in SBR but will not exceed the Selling Price.

- (iii) If you make financing payment via a standing order, you should change the instalment amount whenever there is a change to the SBR.

**8 What other fees and charges do I have to pay?**

|                           |   |
|---------------------------|---|
| Stamp Duty                | As per the Stamp Act 1949 (Revised 1989)  |
| Legal & Disbursement Fee  | Include solicitor's fees for financing documentation, disbursement for registration of charge (if applicable), land search and bankruptcy search as imposed by the relevant authority.        |
| Processing Fee            | Residential Properties - Waived<br>Commercial Properties - Based on financing amount:<br>Below RM25K : Nil<br>RM25K-RM30K: RM50.00<br>RM30,001 - RM100K : RM100.00<br>Above RM100K : RM200.00 |
| Valuation Fee             | For completed properties only   |
| Letter for EPF Withdrawal | RM50.00 per request   |
| Redemption Statement      | RM50.00 per request   |

Note: You will be given prior written notice (which also includes via electronic means) of at least twenty-one (21) days in the event of any changes to the fee and charges above. Kindly refer to our website at [www.mbsbbank.com](http://www.mbsbbank.com) for further details of the fees and charges.

**9 What if I fail to fulfill my obligations?**

If you have difficulties in meeting your financing obligations, contact us early to discuss alternative payment arrangements. Delay on your part could lead to the following consequences:

- **Late Payment Compensation (Ta'widh)**

You will be liable to pay the Bank the Late Payment Compensation (Ta'widh) on any amount overdue as follows:

| Default Occurrence  | Ta'widh details   |
|---|---|
| During the Facility Tenure  | Shall not exceed one per centum (1%) per annum on such overdue amount under the Facility.   |
| After the maturity of the Facility  | Shall not exceed Islamic interbank money market (IIMM) rate prescribed by Bank Negara Malaysia ("BNM") on the outstanding balance (outstanding principal and accrued profit).                                 |
| Facility to be recalled or brought to court for judgement prior to maturity | Shall not exceed one per centum (1%) per annum on the outstanding balance (outstanding principal and accrued profit).   |
| After judgement   | Shall not exceed IIMM rate prescribed by BNM on the outstanding balance (excluding legal cost and uncollected late payment compensation) from the date of judgement until the judgement sum is fully settled. |

- **Right to set-off**

The Bank may set-off any credit balance in your account maintained with the Bank against any outstanding balance in your financing facility account by giving you at least seven (7) days' prior written notice (which also includes via electronic means).

- **Legal action**

The Bank may proceed with legal action against you if you fail to respond to our reminder notices. Your property may be foreclosed. You will have to bear all costs in relation to the foreclosure. In the event, there is a shortfall after your property is sold, you are responsible to settle the remaining balance.

- **Credit Rating Deterioration**

Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.

**10 Will I be given Ibra' (Rebate)?**

The Bank will grant Ibra' (Rebate), on such amount of the balance Selling Price remaining unpaid by you based on the following situations:-

- a) For variable rate financing, in the event the amount of profit calculated based on Effective Profit Rate is lower than amount of profit calculated based on the Ceiling / Contracted Profit Rate.
- b) Upon full settlement of the financing facility by you in the following scenarios:-

- i) Redemption or prepayment of the financing facility.
- ii) Due to restructuring exercise.
- iii) In the case of default by you.
- iv) In the event of termination or cancellation of the financing facility before the expiry date.

The Bank will grant rebate (Ibra') to you that is calculated in accordance to the following formula:  
 Settlement Amount = Outstanding Selling Price + Instalments Due + Late Payment Compensation (Ta'widh) + Other Charges – Rebate (Ibra')  
 Rebate (Ibra') = Deferral Profit – Early Settlement Charges (if any)

#### 11 What if I fully settle the financing before its maturity?

In the event you opt to make an early settlement before the expiry of the facility tenure, you will pay to the Bank all the actual costs incurred and duly paid by the Bank on your behalf (including but not limited to legal and valuation fees).

#### 12 Do I need any Takaful coverage?

The following Takaful coverage are required to be taken from the Bank's Takaful providers or other Takaful providers of your choice approved by the Bank:

- **Mortgage Reducing Term Takaful (MRTT)**

MRTT is a Takaful scheme to cover a customer who is a covered member against death or permanent disability. In the event of such unfortunate circumstances, the MRTT will pay off the outstanding financing facility amount in accordance to the MRTT Table of Benefits. MRTT is compulsory with the following flexibility:

- ✓ For financing amount below RM250K: 100% coverage for full financing tenure; or
- ✓ For financing amount RM250K to RM500K: 70% coverage for a minimum of 10 years; or
- ✓ For financing amount above RM500K: 50% coverage for a minimum of 5 years.

- **Fire Takaful**

Fire Takaful covers damages or destruction due to fire to any property charged to the Bank as collateral. This is a compulsory Takaful to protect the property and help you cope with any costs of rebuilding or repairing the property in the event of fire.

#### 13 What are the major risks?

- **Variable Rate**

The financing rate is a variable rate and may change according to change(s) in the reference rate (i.e. SBR). Such increase in profit rate may result in higher monthly instalment. Such increase in monthly instalment will be subject to the Bank giving you at least seven (7) days' prior written notice (which also includes via electronic means).

- **Exceeding Retirement Age**

For financing tenure that extends into retirement age, you are obliged to meet the financing payments during your retirement age by considering alternative avenues of payment.

#### 14 Do I need to provide guarantor or security?

- Case to case basis depending on your credit assessment by the Bank, you may be required to provide a guarantor.
- An additional security of a Term Deposit-i may be requested by the Bank based on your credit assessment.

#### 15 Can I appoint a lawyer who is not listed in the Bank's panel lawyer?

Yes, subject to the Bank's approval for such an appointment. However it is not recommended as the lawyer may not be well versed with the Bank's documentation requirement and hence may result in delays.

#### 16 How do I make payment for my financing account?

Financing payments can be made at / via:

- ✓ Any of our branches nationwide;
- ✓ Electronic payment via Interbank Giro / Instant Transfer;
- ✓ Standing Instruction / Auto Debit

#### 17 What do I need to do if there are changes to my contact details?

It is important that you inform the Bank of any changes in your contact details to ensure that all correspondences reach you in a timely manner. Please contact 03-2096 3000 (Customer Service Center) or visit the nearest Bank's branch to update your contact details.

#### 18 Where can I get assistance and redress?

|  |   |
|--|---|
| <p>If you have difficulties in making payments, you should contact us as soon as possible to discuss payments alternatives. You may contact us at:</p>   | <p>Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counseling and debt restructuring for individuals. You can contact AKPK at :</p>  |
| <p>Collection and Recovery Department,<br/>         Wisma MBSB Bank<br/>         48, Jalan Dungun, Damansara Heights,<br/>         50490 Kuala Lumpur<br/>         Tel. No. : 03-2083 5000<br/>         Email : ecu.careline@mbsbbank.com</p>  | <p>Agensi Kaunseling dan Pengurusan Kredit<br/>         Level 5 and 6,<br/>         Menara Aras Raya (formerly known as Menara Bumiputra Commerce),<br/>         Jln Raja Laut, 50350 Kuala Lumpur<br/>         Tel. No. : 03-2616 7766<br/>         Email : enquiry@akpk.org.my</p>  |
| <p>If you wish to complain on the products or services provided by us, you may contact us at :</p> <p>Customer Experience Management Department<br/>         Wisma MBSB Bank<br/>         48, Jalan Dungun, Damansara Heights,<br/>         50490 Kuala Lumpur<br/>         Tel. No. : 03-2096 3000<br/>         Email : complaint@mbsbbank.com / enquiry@mbsbbank.com<br/>         Website : www.mbsbbank.com</p> | <p>If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:</p> <p>Block D, Bank Negara Malaysia<br/>         Jalan Dato' Onn,<br/>         50480 Kuala Lumpur<br/>         Tel. No. : 1-300-88-5465<br/>         Fax No. : 03-22174 1515<br/>         Email : bnmtelink@bnm.gov.my</p> |

#### 19 Where can I get further information?

Should you require additional information on Islamic Property Financing, please visit our website at [www.mbsbbank.com](http://www.mbsbbank.com) or email to [enquiry@mbsbbank.com](mailto:enquiry@mbsbbank.com). You may also visit our Property Financing Department at:

Property Financing Department  
Consumer Banking Division  
Menara MBSB Bank, PJ Sentral,  
Jalan Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor  
Tel. No. : 03-2096 3000  
Website : [www.mbsbbank.com](http://www.mbsbbank.com)

**20 Other relevant information?**

- The financing amount and tenure approved by the Bank may be lower than the applied amount, in accordance with the Bank's policies and will depend on the Bank's due credit processes and/or your credit profile or creditworthiness.
- As required by the applicable laws of Malaysia, the Bank may share your credit data with the relevant credit bureau or other regulators subject to your consent and authorization.

**21 Other financing packages offered?**

- Standard Property Financing-i (Residential / Commercial);
- Ultimate Property Financing-i (Residential / Commercial);
- My First Home Scheme-i
- My First Home Scheme-i - SJKP
- My First Home Scheme-i - SJKP MADANI

**IMPORTANT NOTE :**

**LEGAL ACTION MAY BE TAKEN AGAINST YOU AND YOUR PROPERTY MAY BE FORECLOSED  
IF YOU FAIL TO PAY THE MONTHLY INSTALMENTS FOR THIS PRODUCT**

The information provided in this disclosure sheet is valid as at \_\_\_\_\_ :

**Disclaimer:**

*The terms and conditions indicated in this Product Disclosure Sheet are tentative/ indicative. The final terms and conditions are as stipulated in the Letter of Offer and Facility Agreement after credit assessment has been performed and the financing is approved.*

**For the Bank's use only:**

Sales Executive is required to fill up this form upon attending the financing application.