

**PRODUCT DISCLOSURE SHEET (PDS)**

(REMINDER: You are reminded to read and understand the terms and conditions of this Product Disclosure Sheet before signing below. In the event there are any terms and conditions in this Product Disclosure Sheet you do not understand, you are advised to seek independent advice and/or discuss further with the Bank's representative or agent before signing below.)

**ENGLISH VERSION**

Bank : **Affin Islamic Bank Berhad**  
Product:

- AFFIN Home Invest-i ("Home Invest-i")**
- AFFIN Business Premises Invest-i ("BP Invest-i")**
- AFFIN Home Build-i ("Home Build-i")**
- AFFIN Home Flexi Plus-i ("Home Flexi Plus-i")**

Date of Issuance to Customer:

\_\_\_\_\_ (to be filled out upon application)

**1. What is this product about? \***

- Home Invest-i/BP Invest-i**
  - i. Acquisition of Residential/Business Premises Property (Under construction and completed)
  - ii. Refinancing (Completed property only)
  - iii. Sub-sale
- Home Build-i**
  - Financing of residential land and House Construction
  - Financing of house construction only. The land is either unencumbered or currently charged to the Bank.
- Home Flexi Plus-i**
  - Term financing (completed and under construction) or refinancing (completed) for residential properties.

\*(please tick one only)

**2. What is the Shariah concept applicable?**

The Shariah concept applicable is *Musharakah Mutanaqisah (MM)* or Diminishing Musharakah.

- Under the Shariah principle of *Musharakah Mutanaqisah*, the Bank and Customer shall jointly purchase the rights, interests and benefits in an identified property ("Property") whereby the Customer shall contribute a sum equivalent to the initial acquisition payment ("Customer's Initial Acquisition Payment") and the Bank shall contribute towards the purchase of the Property a sum equivalent to the Bank's commitment amount ("Bank's Initial Acquisition Payment").
- The Bank then leases its share in the Property to the Customer on the basis of *Ijarah Mawsufah Fi Zimamah* (Forward Leasing) during construction of the Property and *Ijarah* (Lease) upon completion of the Property.
- The Customer shall gradually acquire the Bank's Ownership, rights and benefits in the Property by making monthly payments ("Monthly Payments") to the Bank, which partially contributes towards increasing the Customer's share in the Property and decreasing the Bank's share in the Property in accordance with the terms of the Facility ("Acquisition Payment") until the Customer shall wholly and fully own the Property.
- As a result of the Acquisition Payments made under the Facility, the Customer's ownership, rights and benefit in the Property will increase and the Bank's ownership, rights and benefits will decrease proportionately.
- At the end of the *Ijarah* term and upon full payment, the Customer will acquire all the Bank's Ownership, rights and benefits in the Property.
- For property under construction, if the Property cannot be occupied due to the abandonment of the Property's construction which cannot be revived, the advance rental as duly paid by the Customer will be refunded to the Customer in the manner as determined by the Bank.

**3. What do I get from this product?**

<b>Eligibility</b>	Individuals aged 18 years and above.
<b>Ceiling Rate</b>	It refers to the maximum <i>Ijarah</i> Rate chargeable to the Customer throughout the tenure. Despite any increase in the Standardised Base Rate (SBR), the <i>Ijarah</i> Rate will halt at the specified maximum ceiling rate stated during the signing of the facility agreement ("Ceiling <i>Ijarah</i> Rate").  Maximum/Ceiling <i>Ijarah</i> Rate: <ul style="list-style-type: none"> <li>• Home Invest-i/Home Build-i/Home Flexi Plus-i- 10.00% p.a.</li> </ul>

	<ul style="list-style-type: none"> <li>BP Invest-i/Land Invest-i – 12.00% p.a.</li> </ul>																														
<b>Bank's Commitment Amount (Margin of Finance (MOF))</b>	<p>_____ %</p> <table border="1"> <thead> <tr> <th>Home Invest-i/Home Flexi Plus-i</th> <th>BP Invest-i</th> </tr> </thead> <tbody> <tr> <td>Up to 90% of open market value (OMV) or Sales &amp; Purchase Price (S&amp;P), whichever is lower + 5% (MRTT, legal and documentation cost, stamping fee and valuation fee)</td> <td>Up to 85% of open market value (OMV) or Sales &amp; Purchase Price (S&amp;P), whichever is lower + 5% (MRTT, legal and documentation cost, stamping fee and valuation fee)</td> </tr> <tr> <th>Land Invest-i &amp; Home Build-i</th> <th>Home Build-i (Only)</th> </tr> <tr> <td> <u>Land Financing:</u>            Up to 90% + 5% (MRTT, legal and documentation cost, stamping fee and disbursement fee) of OMV or S&amp;P Price, whichever is lower.   <u>House Construction Financing:</u>            Up to 90% + 5% (MRTT, legal and documentation cost, stamping fee and disbursement fee) of OMV Construction/ Building Agreement Construction Cost, whichever is lower.         </td> <td>Up to 90% of OMV (including MRTT, legal and documentation cost, stamping fee and disbursement fee) or Construction/ Building Agreement Construction Cost, whichever is lower.</td> </tr> </tbody> </table> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>OMV is derived from latest valuation report from the Bank's panel valuer.</li> <li>Actual MOF will be determined by the Bank based on the type of property, location, and payment capacity of the applicant.</li> </ul>	Home Invest-i/Home Flexi Plus-i	BP Invest-i	Up to 90% of open market value (OMV) or Sales & Purchase Price (S&P), whichever is lower + 5% (MRTT, legal and documentation cost, stamping fee and valuation fee)	Up to 85% of open market value (OMV) or Sales & Purchase Price (S&P), whichever is lower + 5% (MRTT, legal and documentation cost, stamping fee and valuation fee)	Land Invest-i & Home Build-i	Home Build-i (Only)	<u>Land Financing:</u> Up to 90% + 5% (MRTT, legal and documentation cost, stamping fee and disbursement fee) of OMV or S&P Price, whichever is lower.  <u>House Construction Financing:</u> Up to 90% + 5% (MRTT, legal and documentation cost, stamping fee and disbursement fee) of OMV Construction/ Building Agreement Construction Cost, whichever is lower.	Up to 90% of OMV (including MRTT, legal and documentation cost, stamping fee and disbursement fee) or Construction/ Building Agreement Construction Cost, whichever is lower.																						
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<b>Tenure</b>	<p>_____ years</p> <ul style="list-style-type: none"> <li>Maximum: 35 years or age of 70 years (whichever is earlier)</li> <li>Land Invest-i: Maximum of 30 years or age of 65 years (whichever is earlier)</li> </ul>																														
<b>Ijarah Rate</b>	<p><input type="checkbox"/> <b>Home Invest-i/Home Flexi Plus-i</b></p> <table border="1"> <thead> <tr> <th>Property Value</th> <th>Ijarah Rate* (daily rest)</th> <th>Effective Annual Ijarah Rate</th> </tr> </thead> <tbody> <tr> <td>RM200k to RM350k</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> <tr> <td>&gt; RM350k to &lt;RM1.0 mil</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> <tr> <td>RM1.0 mil and above</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> </tbody> </table> <p><input type="checkbox"/> <b>BP Invest-i</b></p> <table border="1"> <thead> <tr> <th>Property Value</th> <th>Ijarah Rate* (daily rest)</th> <th>Effective Annual Ijarah Rate</th> </tr> </thead> <tbody> <tr> <td>RM200k to &lt; RM1.0 mil</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> <tr> <td>RM1.0 mil and above</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> <tr> <td>Vacant Industrial Land and Factory Lot</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> </tbody> </table> <p><input type="checkbox"/> <b>Home Build-i</b></p> <table border="1"> <thead> <tr> <th>Property</th> <th>Ijarah Rate* (monthly/daily rest)</th> <th>Effective Annual Ijarah Rate</th> </tr> </thead> <tbody> <tr> <td>Purchase from Panel Developer</td> <td>SBR + _____ p.a.</td> <td>_____ % p.a.</td> </tr> </tbody> </table>	Property Value	Ijarah Rate* (daily rest)	Effective Annual Ijarah Rate	RM200k to RM350k	SBR + _____ p.a.	_____ % p.a.	> RM350k to <RM1.0 mil	SBR + _____ p.a.	_____ % p.a.	RM1.0 mil and above	SBR + _____ p.a.	_____ % p.a.	Property Value	Ijarah Rate* (daily rest)	Effective Annual Ijarah Rate	RM200k to < RM1.0 mil	SBR + _____ p.a.	_____ % p.a.	RM1.0 mil and above	SBR + _____ p.a.	_____ % p.a.	Vacant Industrial Land and Factory Lot	SBR + _____ p.a.	_____ % p.a.	Property	Ijarah Rate* (monthly/daily rest)	Effective Annual Ijarah Rate	Purchase from Panel Developer	SBR + _____ p.a.	_____ % p.a.
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Purchase from Non-Panel Developer	SBR + _____ p.a.	_____ % p.a.		
<b>Lock-in Period</b>	Not applicable.			
<b>Redraw Facility</b>	<ol style="list-style-type: none"> <li>1. At any time upon full disbursement during the <i>Jarah</i> tenure, the Customer may offer to sell and transfer any part of the Customer's share of ownership in the Property to the Bank for the purpose of redrawing of the Facility. Any subsequent sale or transfer of the Customer's ownership, rights and benefits in the Property during the co-ownership period to the Bank shall be affected in the manner as the Bank shall deems fit.  Redrawing of the Facility can be under prepayment and/or advance payment.</li> <li>2. <u>Redraw under Prepayment</u> <ol style="list-style-type: none"> <li>(a) In the event that you have made a lump sum equity partial prepayment (reduction in principal) other than the Monthly Payment, you may request for the redraw, whereby it may subject to the Bank's approval and Terms and Conditions.</li> <li>(b) The redraw is also subject to further credit checking by the Bank.</li> <li>(c) Application for redraw must be made at any branch by completing the Redraw Application Form.</li> </ol> </li> <li>3. <u>Redraw under Advance Payment</u> <ol style="list-style-type: none"> <li>(a) In the event that you have made payment of the Facility in an amount which is in excess of your Monthly Payment amount, you may request to withdraw the excess amount at any branch, subject to the Bank's approval and Terms and Conditions.</li> <li>(b) In order to qualify for redraw of Advance Payment application, the minimum advance amount in your Facility account must be amounting to RM5,000 with minimum balance available for the next payment due date after redrawing.</li> </ol> </li> <li>4. Redraw under prepayment and advance payment is only available upon full disbursement of the Facility.</li> <li>5. The approved redraw amount shall be credited into your Current or Savings account maintained with the Bank or such other account under your name maintained with another financial institution.</li> <li>6. In the case of joint Customers, any application for redraw must be submitted by the joint Customers and if successful, the amount shall be credited to the Current or Savings account of the joint Customers.</li> <li>7. The minimum redrawn amount is RM3,000 and thereafter must be in multiple of RM1,000.</li> <li>8. A processing fee of RM25.00 shall be charged for each successful application for redraw. The fees shall be debited from your Current or Savings Account where the redraw amount is credited.</li> <li>9. Any monies that have been withdrawn from the Employee Provident Fund (EPF) shall be deemed as Prepayment and shall not be available for redraw.</li> </ol>			
<p><b>Note:</b></p> <p><i>The approved amount, tenure and rate of your Facility is subject to the credit evaluation and approving criteria set-up by the Bank.</i></p>				
<b>4. What is the Standardised Base Rate (SBR)?</b>				
<p>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.</p>				

**5. What are possible scenarios to trigger a change in the SBR?**

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

**6. Historical benchmark Cost of Fund (COF) in the last 3 years:**

Please refer to [AffinAlways.com](http://AffinAlways.com) for the latest historical data.

Go to PERSONAL > My Loans & Financing > Home/ Business Premise > AFFIN Home Invest-i/ AFFIN Business Premises Invest-i/ AFFIN Home Build-i/AFFIN Home Flexi Plus-i > Important Information > Consumer Guide on Reference Rate.

**7. What are my obligations?**

- During the period where the property is under construction, you are required to pay advance rental which will commensurate with the amount disbursed during the tenure period and pay the full rental amount upon completion of the construction of the property.
- In the event where the salary deduction made by the employer/automated fund transfer from the salary account maintained with the Bank has not yet commenced, you are responsible to pay the monthly rental in a timely manner and shall be paid as specified in the Letter of Offer.
- **Important:** Your monthly rental and total rental amount will vary subject to Standardised Base Rate (SBR) changes.

	Today's SBR _____ % p.a.	If SBR increase by 1%	If SBR increase by 2%
Monthly rental for _____ years			
Total advance rental at the end of _____ years			
Total rental amount at the end of _____ years			

**IMPORTANT:**

- All calculations and information above are for illustration purposes only.
- Please refer to our website at [AffinAlways.com](http://AffinAlways.com) on the latest SBR rate.
- Based on the illustration above, the monthly rental amount shall be raised/lowered with any increase/decrease of the SBR and the changes will be reflected on the next review date. You may submit a written request to the Bank and the Bank may at its consideration to maintain the same monthly payment in spite of any increase to the SBR, provided always that the same is sufficient to service the advance rental amount. The difference in the monthly rental shall then be accumulated to the end of the Facility tenure.
- At the maturity of the Facility tenure, you shall pay the outstanding balance in full or the Bank may at its consideration, grant an extension to the Facility tenure to facilitate settlement via monthly rental payment of an agreed amount. If the Facility tenure accorded is extended beyond the retirement age, you remain obliged to pay the monthly rental payment. However, you may opt at any time to fully settle the Facility upon reaching retirement age.

**8. What are the fees and charges that I have to pay?**

Type of Fee/Charge	Details of Fee/Charge
Stamp Duty	As per Stamp Act 1949 (Revised 1989)
Disbursement Fees	Include fees for registration of land charge, land search and bankruptcy search.
Legal fees pertaining to financing documentations	The Customer is required to pay all legal fees and incidental costs and expenses in connection with the Facility (including but not limited to the preparation, stamping and registration of any security documents and the lodgement and withdrawal of caveats). Security documentation for the financing is to be handled by a solicitor under the Bank's panel. Should a non-panel solicitor be appointed by the Customer, the appointment must comply with the Bank's guidelines on application of a non-panel solicitor and approval is subject to the Bank's discretion. However, to avoid any delay in the documentation process, the appointment of the Bank's panel lawyers is highly encouraged.

Valuation Fees	For completed properties only (only applicable in respect of the initial valuation fees prior to the first drawdown of the Facility).
Processing Fees (per application)	No charges
Redemption statement (per account per request)	RM50.00
Redraw fees/Charges for excess payment (per transaction)	RM25.00
Security document retrieval fee (per request – for complete set of documents)	RM30.00
Restructuring/Rescheduling fee	No charges
Additional financing statement (per request)	RM10.00
Letter of confirmation for EPF withdrawal	RM20.00

**Note:**

- We will communicate to you at least twenty-one (21) calendar days prior to the effective date of implementation if there are any changes in fees and charges that applicable to your Facility.
- As per all other terms and conditions in the Letter of Offer.
- Any payment of ownership expenses incurred or to be incurred shall be borne entirely by the customer.

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

- When the Facility Days Past Due is ninety-one (91) days, the Bank shall revise the Effective Profit Rate and/or Ijarah Rate (whichever is applicable) in this Letter of Offer to Effective Profit Rate and/or Ijarah Rate + 0.64% p.a. calculated on the outstanding principal or such other rate or basis of calculation of the rate based on regulatory requirements.

The financing rate will be reverted to the contracted rate when the Days Past Due fall to ninety (90) days and below.

The Bank shall provide a written notice of not less than seven (7) days prior to the effective date of the revised monthly instalment.

- The revised Effective Profit Rate and/or Ijarah Rate is subject to the Ceiling Effective Profit Rate and/or Ijarah Rate.
- If you have problem meeting your financing obligation, contact us early to discuss payment alternatives. Delay on your part could lead to the following consequences:
  - i. We have the right to set-off any credit balance in any of your accounts maintained with us against any outstanding balance in this Facility account which will we notify you at least seven (7) calendar days in advance.
  - ii. We shall exercise our right to invoke your purchase undertaking to purchase our share in the Property.
  - iii. We may proceed with legal action if you fail to respond to our reminder notices. Your property may be foreclosed. You will have to bear all costs and expenses related to foreclosure. In the event that there is a shortfall between the sale price of the property and the amount in arrears after your property is sold, you are responsible to settle the balance (if any).
  - iv. Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.

**Compensation Charges (Ta'widh)**

- Before maturity of the Facility

A sum equivalent to one per centum (1%) per annum on overdue instalment(s)/rental(s) until date of full payment:

$= \text{Overdue Rental/Instalment} \times 1\% \times \frac{\text{no. of days overdue}}{365}$
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- Upon and after maturity of the Facility

A sum equivalent to the prevailing daily overnight BNM's Islamic Interbank Money Market (IIMM) Rate on outstanding balance i.e. outstanding Bank's Sale Price/Rental Amount less *ibra'* (if any):

$= \text{Outstanding balance} \times \text{prevailing IIMM} \times \frac{\text{no. of days overdue}}{365}$
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- It shall commence from the date when payment was first defaulted to the date of actual payment even when the Facility is terminated for any reason whatsoever.
- The compensation charges at the aforesaid rate shall be payable by you after as well as before any judgment or order of court.
- Notwithstanding the amount of compensation charges charged, it is expressly acknowledged and agreed that the said amount of compensation charges shall not be further compounded.
- Please refer to other obligations stated in the Letter of Offer.

### 10. Do I need any Takaful coverage?

- Mortgage Reducing Term Takaful (MRTT) is optional but highly encouraged.
  - ❖ In the event of death and total permanent disability, the Takaful will pay off all outstanding amount of your financing with the Bank. This will alleviate the burden of payment on your survivors or next of kin.
- House Owner Takaful
  - ❖ House Owner Takaful is mandatory. Should a piece of property be covered under a master Takaful/insurance policy, you are required to extend the copy of the Takaful/insurance cover note to the Bank every year.

### 11. What are the major risks?

The *Ijarah* Rate on this financing is floating and it is pegged to SBR. The *Ijarah* Rate may change according to changes in the reference rates. An increase in *Ijarah* Rate may result in higher monthly rental/extension of Facility tenure.

**Note:**

*If you have problems to fulfill your Facility obligations, please contact and discuss with us.*

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

- It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.
- In accordance with AFFIN Islamic Bank's policy/guidelines and standard security documents, any change of contact details must be in writing and duly signed off by the Customer(s) and addressed to Affin Islamic Bank Berhad.

### 13. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives:

<u>Address:</u> <b>AFFIN BANK BERHAD</b> <b>Asset Quality Management Department</b> 401 & 501, Block C, Kelana Business Centre, Jalan SS7/2, 47301 Kelana Jaya, Selangor Darul Ehsan.	<u>Contact No.</u> Operating Hours: 8:45 a.m. – 5:45 p.m. (Monday – Thursday) 8:45 a.m. – 4:45 p.m. (Friday)	03-8230 2828
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- If you wish to complain on the product or services provided by us, you may fill-in an "e-Form for lodgement of customer feedback/complaint" which is available at Bank's website at [AffinAlways.com](http://AffinAlways.com), that will be escalated to Customer Feedback & Resolution Management. You may also contact us at:

<u>Address:</u> <b>Customer Feedback &amp; Resolution Management</b> Level 9, Menara Affin, Lingkaran TRX,	<u>Contact No.</u> Operating Hours: 8:00 a.m. – 12:00 a.m. (Monday – Sunday)	03-8230 2222
	Fax No.	03-2026 1104
	E-mail	<a href="mailto:yourvoice@affingroup.com">yourvoice@affingroup.com</a>

Tun Razak Exchange, 55188 Kuala Lumpur.	Website	<a href="https://www.affingroup.com">https://www.affingroup.com</a> <a href="https://www.affinalways.com">https://www.affinalways.com</a>
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- 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 counselling, financial education and debt restructuring for both individuals and Small and Medium Enterprises (SMEs). You can contact AKPK at:

<b>Address:</b> <b>Agensi Kaunseling dan Pengurusan Kredit (AKPK)</b> Level 5 and 6, Menara Aras Raya (formerly known as Menara Bumiputra-Commerce) Jalan Raja Laut, City Centre 50350 Kuala Lumpur.	AKPK Infoline	03-2616 7766
	Fax No.	03-2616 7601
	Operating Hours	9:00 a.m. – 5:00 p.m. (Monday – Friday)

- If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or BNMLINK at:

<b>Address:</b> <b>BNMLINK</b> Bank Negara Malaysia P.O. Box 10922 (Peti Surat 10922) 50929 Kuala Lumpur	<b>Contact No.</b>	1-300-88-5465
	<b>Operating Hours:</b>	9:00 a.m. – 5:00 p.m. (Monday – Friday)
	<b>Fax No.</b>	03-2174 1515
	<b>eLINK Web Form</b>	<a href="https://bnmlink.bnm.gov.my">https://bnmlink.bnm.gov.my</a>

#### 14. Where can I get further information?

Should you require additional information on financing, please visit the nearest Bank's branches or call our Contact Centre number at 03-8230 2222 or visit our website at [AffinAlways.com](http://AffinAlways.com) for further details.

#### 15. Other property financing available

- AFFIN Tawarruq Home Refinancing-i
- AFFIN Tawarruq Business Premises Refinancing-i
- AFFIN Credit Plus-i
- AFFIN Extra Plus-i
- AFFIN Tawarruq Term Financing-i
- AFFIN Tawarruq Cash Line-i

### **IMPORTANT NOTE:**

**YOUR PROPERTY MAY BE FORECLOSED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR FINANCING AND YOU WILL HAVE TO BEAR ALL COSTS AND EXPENSES INCURRED BY THE BANK IN RELATION TO THE BANK'S FORECLOSURE ACTION.**

- I/We hereby acknowledge that the key terms of this product disclosure sheet, in particular, the terms affecting my/our obligations, have been adequately explained to me/us by the Bank's staff, representative or agent.

**NAME** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

The information provided in this disclosure sheet is valid as at **5 JANUARY 2024**

*\*This PDS to be filled up by the Bank's Sales Personnel*