

**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 Tawarruq Home Financing-i ("ATHF-i")
- AFFIN Tawarruq BP Financing-i ("ATBPF-i")
- AFFIN Tawarruq Term Financing-i ("ATTF-i")
- AFFIN Advance-i

Date of Issuance to Customer:

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

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

Financing facility under this product may be granted for the following purpose:

- AFFIN Tawarruq Home Financing-i**
  - Acquisition of residential properties (Under Construction)
- AFFIN Tawarruq BP Financing-i**
  - Acquisition of non-residential properties (Under Construction)
- AFFIN Tawarruq Term Financing-i**
  - To part finance renovation/restoration/extension cost against property that is being financed under Musharakah Mutanaqisah (MM) or financing against unencumbered property\*. (for individual only)
- AFFIN Advance-i**
  - Clean and unsecured personal financing to finance the ancillary cost of mortgage financing acquisition of residential properties (under construction) as follows:
    - Takaful contribution i.e. Mortgage Reducing Term Takaful (MRTT)/ Mortgage Level Term Takaful (MLTT);
    - Legal fees;
    - Stamp duty; and/or
    - Valuation fees

**\*Note:**

*On ad-hoc basis, and subject to management approval as preference is given under Musharakah Mutanaqisah concept.*

*(please tick one only)*

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

- **Tawarruq**  
The Shariah Concept applied for the above product is *Tawarruq*.  
*Tawarruq* consist of two sale and purchase contracts where the Customer purchase the Commodity from the Bank at a mark-up sale price (Bank's Sale Price) on a deferred payment basis and subsequently sells the Commodity to a Commodity Supplier for cash at the Bank's Purchase Price with the objective of obtaining cash.
- **Wakalah**  
Under this facility, the Bank will apply the dual-agency mechanism under the *Wakalah* concept. The Customer appoints the Bank as the Customer's agent to purchase the Commodity from the Bank and subsequently sells the Commodity to another Commodity Supplier on behalf of the Customer in order to complete the *Tawarruq* transaction.
- **Wa'd**  
The customer will execute the Purchase Undertaking based on *Wa'd* concept. Under the Purchase Undertaking, the Customer undertakes to purchase from the Bank a specific Shariah compliant commodity ("the Commodity" consists of crude palm oil (CPO), rubber or any other commodity) as advised by the Commodity Supplier at Bank's Sale Price.

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

<b>Eligibility</b>	Individual and Limited Company AFFIN Advance-i: Eligible individual of age 21 – 60 years																																
<b>Ceiling Profit Rate (“CPR”)</b>	It refers to the maximum profit rate chargeable to the Customer throughout the financing tenure. Despite any increase in the Standardised Base Rate (SBR), the profit rate will halt at the specified maximum ceiling rate in the facility agreement. Maximum CPR: 12.00% p.a.																																
<b>Margin of Financing (“MOF”)</b>	<p>_____ %</p> <table border="1" data-bbox="512 465 1457 801"> <thead> <tr> <th data-bbox="512 465 826 510">ATHF-i</th> <th data-bbox="826 465 1141 510">ATBPF-i</th> <th data-bbox="1141 465 1457 510">ATTF-i</th> </tr> </thead> <tbody> <tr> <td data-bbox="512 510 826 656"><b>Individual:</b> Up to 90% + 5% (MRTT/moving cost)</td> <td data-bbox="826 510 1141 656">Up to 80% + 5% (MRTT/moving cost)</td> <td data-bbox="1141 510 1457 656"><b>Enhancement of Facility:</b> Up to 85% + 5% (MRTT/Moving Cost) of Open Market Value (OMV)</td> </tr> <tr> <td data-bbox="512 656 826 801"><b>Limited Company:</b> Up to 60% + 5% (MRTT/moving cost)</td> <td data-bbox="826 656 1141 801"></td> <td data-bbox="1141 656 1457 801"><b>Financing against Unencumbered Property:</b> Up to 85% + 5% (MRTT/Moving Cost) of Open Market Value (OMV)</td> </tr> </tbody> </table> <table border="1" data-bbox="512 835 1457 902"> <tr> <td data-bbox="512 835 826 902"><b>AFFIN Advance-i</b></td> <td colspan="2" data-bbox="826 835 1457 902">5% of property financing amount (Min:RM5,000 and Max: RM150,000)</td> </tr> </table> <p><b>Note:</b> Actual MOF will be determined by the Bank based on the type of property, location and payment capacity of the applicant.</p>			ATHF-i	ATBPF-i	ATTF-i	<b>Individual:</b> Up to 90% + 5% (MRTT/moving cost)	Up to 80% + 5% (MRTT/moving cost)	<b>Enhancement of Facility:</b> Up to 85% + 5% (MRTT/Moving Cost) of Open Market Value (OMV)	<b>Limited Company:</b> Up to 60% + 5% (MRTT/moving cost)		<b>Financing against Unencumbered Property:</b> Up to 85% + 5% (MRTT/Moving Cost) of Open Market Value (OMV)	<b>AFFIN Advance-i</b>	5% of property financing amount (Min:RM5,000 and Max: RM150,000)																			
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<b>Bank's Selling Price</b>	$p * n \div \left[ \frac{((1 + r/1200)^n - 1)}{(r/1200) ((1 + r/1200)^n)} \right]$ <p>p = Bank's Purchase Price r = Ceiling Profit Rate n = Number of Financing Tenure (in months)</p>																					
<b>Lock-in Period</b>	Not applicable.																					

#### 4. 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.

#### 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/Personal Consumption (Mortgage) > AFFIN Tawarruq Home Financing-i/AFFIN Tawarruq Business Premises Financing-i/AFFIN Tawarruq Term Financing-i/AFFIN Advance-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 profit which will commensurate with the amount disbursed during the Facility tenure and pay the full installment 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 maintain with the Bank has not yet commenced, you are responsible to pay the installment in a timely manner and shall be paid as specified in the Letter of Offer.
- **Important:** Your monthly installment and total payment 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 instalment for _____ years			
Total profit cost at the end of _____ years			

Total payment amount at the end of _____ years			
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**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 installment amount shall be raised/lowered with any increase/decrease of the SBR and the changes will be reflected on the next following month. 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 monthly instalment amount. The difference in the monthly instalment 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 instalment payment of an agreed amount. If the Facility tenure accorded is extended beyond the retirement age, you remain obliged to pay the monthly instalment 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)
Brokerage Fee	The Brokerage Fee is related to the brokerage cost for each time the Bank performs <i>Tawarruq</i> transaction. The imposition of brokerage fee is as follows:  SMEs and Individual – the fee is RM5.00 per RM1.0Mil (pro-rate basis).
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.
Processing Fees (per application)	No charges
Redemption statement (per account per request)	RM50.00
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:**

- i. Brokerage Fee is subject to change from time to time as quoted by the commodity provider.
- ii. 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 financing Facility.
- iii. As per all other terms and conditions in the Letter of Offer.

## 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:
  - 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.
  - 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).
  - 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 percent (1%) per annum on overdue instalment(s) until date of full payment:

$$= \text{Overdue profit or instalment} \times 1\% \times \frac{\text{no. of days overdue}}{365}$$

- Upon and after maturity of the Facility

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

$$= \text{Outstanding balance} \times \text{prevailing IIMM} \times \frac{\text{no. of days overdue}}{365}$$

- 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. What if I fully settled the financing before its maturity?

The Bank does not impose a lock-in period for this facility and there is no fee imposed for early settlement before maturity. The Bank shall grant rebate (*ibra'*) which is equivalent to the deferred profit at the point of settlement.

### *Ibra'* (rebate) formula:

$$\text{Rebate (} ibra' \text{)} = \text{Deferred profit} - \text{Reasonable estimated cost incurred by the Bank}$$

### Note:

- $\text{Deferred Profit} = \text{Total Contracted Profit} - \text{Accrued Profit}$

- *Total Contracted Profit = Bank's Sale Price – Bank's Purchase Price*
- *Accrued Profit is calculated on Profit Rate of the outstanding principal being utilised*

### 11. 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 compulsory. Should a piece of property be covered under a master Takaful/ insurance policy, the Customer is required to extend a copy of the Takaful/ insurance cover note to the Bank every year.
- For AFFIN Advance-i: Group Credit Family Takaful (GCFT) is 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.

**Note:**

*Compulsory Takaful is offered by the Bank's own panel of Takaful provider. However, you are free to use the service of other Takaful provider.*

### 12. What are the major risks?

The profit rate on this financing is floating and it is pegged to SBR. Profit rate may change according to changes in the reference rates. An increase in Profit rate may result in higher monthly payment/extension of Facility tenure.

**Note:**

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

### 13. 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 per standard security documents, any change of the contact details must be in writing and duly signed off by the Customer(s) and addressed to Affin Islamic Bank Berhad.

### 14. 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, Tun Razak Exchange, 55188 Kuala Lumpur.	<u>Contact No.</u> Operating Hours: 8:00 a.m. – 12:00 a.m. (Monday – Sunday)	03-8230 2222
	<u>E-mail</u>	<a href="mailto:yourvoice@affingroup.com">yourvoice@affingroup.com</a>
	<u>Website</u>	<a href="https://www.affingroup.com">https://www.affingroup.com</a> <a href="https://www.affinalways.com">https://www.affinalways.com</a>

- 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:

<u>Address:</u> <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:

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

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

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

#### 16. Other property financing available?

- AFFIN Home Invest-i
- AFFIN Business Premises Invest-i
- AFFIN Home Build-i
- AFFIN Tawarruq Home Refinancing-i
- AFFIN Tawarruq Business Premises Refinancing-i
- AFFIN Extra Plus-i
- AFFIN Credit Plus-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** :

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**SIGNATURE** :

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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*