

## PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take out the Islamic Property Financing facility. Be sure to also read the terms in the letter of offer. Seek clarification from your institution if you do not understand any part of this document or the general terms)

**Product** : Foreign Currency Offshore Property Financing-i (FCOPF-i)  
**Property Location** : London, England (\*Zone 1/2/3/4)  
**Currency used** : GBP Sterling (£)  
**Date** : \_\_\_\_\_

### 1. What is this product about?

This is an Islamic property financing facility offered under foreign currency to purchase either completed or under construction property. This facility is secured against residential or commercial properties. Nonetheless, additional security such as fixed deposits, guarantees, etc. may be required depending on the credit assessment.

The facility may be for the following purposes:-

- For financing the purchase of property.
- For refinancing of existing loan/financing from banks in UK or other bank that finances the acquisition of the UK property.
- For reimbursing to customer in the event the purchase price has been fully settled by customer prior to financing disbursement

Typically, the maximum financing/facility amount is lesser than the value of the property charged and in the case of financing new purchases, the difference between the financing amount and the purchase price (or the open market value (OMV), whichever is lower) is to be paid by the customer first before the financing amount is released e.g.

Property Purchase Price	: GBP (£) 500,000
Financing Amount (80% of the property price)	: GBP (£) 400,000
<b>Amount to be Paid by Customer (20% of property price)</b>	<b>: GBP (£) 100,000</b>

Additional facility is available for capitalization of related expenses e.g. Mortgage Reducing Term Takaful (MRTT) contribution, legal fees and valuation fee subject to credit assessment and terms and conditions.

The profit rate charged is a variable/ floating based on the Islamic Cost of Finance (ICOF) plus profit spread e.g. ICOF+2.30% and the effective rate will vary in accordance to the periodical changes in the ICOF. As this financing scheme is based on Sale-based contract, the profit rate used for computation of Selling Price Rate is determined upfront e.g. 14.30% during the offer and acceptance of financing. This Sale Price or known as ceiling rate provides the customers with maximum capping for the total amount of financing payment regardless of periodical changes in the ICOF.

The financing payment is in the form of monthly instalment (calculated based on the prevailing effective profit rate, financing tenure and balance outstanding upon full financing disbursement. Any difference between the ceiling rate (Sale Price) and effective rate (actual cost charged to the customer) will be rebated or discounted upon settlement of the indebtedness.

### 2. What is the Shariah contract applicable?

The Shariah contract applied for FCOPF-i is Murabahah (cost plus profit) via Tawarruq arrangement. It is a method of sale with a mark-up price where a customer pays a price over an agreed period of time. The underlying asset for the sale transaction between the customer and the Bank will be a specific tradable Shariah compliant commodity.

- a) In accordance to financing under the Commodity Murabahah, the Bank acquires/purchase a specific Shariah compliant commodity from a third party (Commodity Trader 1) upon request made by the customer.
- b) The Bank then sells the said commodity to the customer at the Bank's Sale Price which comprised of the facility amount plus profit margin to be paid on deferred payment basis within the agreed tenure.
- c) The customer then appoints the Bank as its agent to perform the commodity sale transaction to a third party for cash. For Commodity Murabahah trading purposes, the Bank shall at all times be customer's non-exclusive agent to undertake the required Commodity Murabahah transactions related to the facility.
- d) The Bank, acting as an agent to the customer then sells the commodity to a third party (Commodity Trader 2) at a price equivalent to the facility amount or limit.
- e) Proceeds of sale of the commodity will be disbursed to the customer, vendors or stakeholders subject to the term and conditions of the facility.



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

<b>A. Total Amount Financed</b>	GBP (£)	<b>F. Financing Tenure</b>	_____ years
<b>B. Capitalised Related Expenses</b>		<b>G. Sale Price/ Ceiling Rate</b>	_____ % p.a. 5-20 years : 14.05% 21-30 years : 14.30%  Note: ICOF + 8% or 10%, whichever is higher.
• Takaful (MRTT)	GBP (£)	<b>H. Sale Price Amount</b>	GBP (£)
• Valuation fee	GBP (£)	<b>I. Current ICOF</b>	5-20 years : 6.05% 21-30 years : 6.30%
• Legal fees	GBP (£)	<b>J. Effective Profit Rate*</b>	ICOF + _____ %
• Others	GBP (£)		
<b>C. Total (a + b)</b>	GBP (£)		
<b>D. Property Value/OMV</b>	GBP (£)		
<b>E. Margin of Financing (c ÷ d)</b>	_____ %		

\* **Note:** Indicative rate calculated on daily rest basis, subject to your credit rating and credit assessment.

**4. What are my obligations?**

Servicing the monthly instalment amount (due 1<sup>st</sup> of each month) upon full disbursement.

Rate	Current Effective Rate	Current Effective Rate +1%	Current Effective Rate +2%
Monthly instalment amount*	GBP (£)	GBP (£)	GBP (£)
Total profit cost payable at the end of financing tenure	GBP (£)	GBP (£)	GBP (£)
Total payment amount at the end of financing tenure *	GBP (£)	GBP (£)	GBP (£)

\* For Commodity Murabahah – The Outstanding Sale Price minus outstanding financing amount and rebate

**Important Note:**

- You should bear in mind that ultimately you have an obligation to pay the mortgage in another currency and currency exchange rates constantly change. This means that if your domestic currency was to strengthen against the currency in which the mortgage is denominated, then it would cost you less in domestic currency to fully pay the mortgage. Therefore, in effect, you make a capital saving.
- Conversely, if the exchange rate of your domestic currency were to weaken against the currency in which the mortgage is denominated, then it would cost you more in your domestic currency to pay the mortgage. Therefore, you make a capital loss.
- Your monthly instalment and total payment amount will vary if the ICOF changes but will not exceed the Sale Price.
- The Bank may with notice of at least twenty (21) calendar days prior to the date of implementation, vary the payment/instalment amount and/or the number of payment/instalment based on periodic review for a timely financing settlement provided that the total payment /instalment collected shall not exceed the Bank's Sale Price.

<b>Stamp Duties</b>	The Stamp Act 1949 provides the stamp duty payable on foreign currency financing in accordance with Shariah principles, shall not exceed RM2,000.00.
<b>Legal &amp; Disbursement Fee</b>	Include solicitors fees for financing documentation, registration of charge, bankruptcy search, land search, further searches such as local authority search, water and drainage search, and index map search (for unregistered land), and any other additional searches (if required) as per advised by the Bank's solicitor.
<b>Transaction or Brokerage Fee</b>	Waived for Commodity Murabahah transaction
<b>Valuation Fee</b>	Initial and update valuation on annual basis conducted by the Bank's panel valuer. Indicative fee charged is about 0.1% of the valuation figure (excluding VAT & other related expenses). The updated valuation fee is at 50% of the initial fee

<b>Redemption Letter</b>	RM 50 per request																								
<b>Redemption Charges</b>	Include the discharge of Legal Charge at Land Registry and where necessary (excluding VAT & other related expenses)																								
<b>Stamp Duty Land Tax (SDLT) for property transfer</b>	<table border="1"> <thead> <tr> <th>Residential property</th> <th>SDLT rate</th> <th>Non Residential property</th> <th>SDLT rate</th> </tr> </thead> <tbody> <tr> <td>Up to £125k. (Or £250k for first time buyers where effective date is before 25<sup>th</sup> March 2012)</td> <td>0%</td> <td>Up to £150k</td> <td>0%</td> </tr> <tr> <td>£125,001 - £250,000</td> <td>1%</td> <td>£150,001 - £250,000</td> <td>1%</td> </tr> <tr> <td>£250,001 - £500,000</td> <td>3%</td> <td>£250,001 - £500,000</td> <td>3%</td> </tr> <tr> <td>&gt; £500,000</td> <td>4%</td> <td>&gt; £500,000</td> <td>4%</td> </tr> <tr> <td>&gt; £1.0 million where effective date is on or after 6<sup>th</sup> April 2011</td> <td>5%</td> <td>NA</td> <td>NA</td> </tr> </tbody> </table>	Residential property	SDLT rate	Non Residential property	SDLT rate	Up to £125k. (Or £250k for first time buyers where effective date is before 25 <sup>th</sup> March 2012)	0%	Up to £150k	0%	£125,001 - £250,000	1%	£150,001 - £250,000	1%	£250,001 - £500,000	3%	£250,001 - £500,000	3%	> £500,000	4%	> £500,000	4%	> £1.0 million where effective date is on or after 6 <sup>th</sup> April 2011	5%	NA	NA
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### 5. What if I fail to fulfil my obligations?

Should you fail to fulfill your obligation, the Bank is entitled to:

<b>Late Payment Charges</b>	<p>a) Overdue Instalment or Scheduled Payment :</p> <p>1% p.a. on the instalment amount in arrears from the date of the first drawdown of the Facility until its Maturity Date</p> <p style="text-align: center;"><b>or</b></p> <p>b) Upon Maturity Date of the Facility or upon judgment, whichever is earlier:</p> <p>Prevailing daily overnight Islamic Interbank Money Market (IIMM) rate on the outstanding balance due and payable</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>The Late Payment Charges charged will not be compounded</li> <li>Currently, the IIMM rate is at 3.04% (as at 16 Jan 2025 to 15 Feb 2025)</li> </ul>
<b>Default Rate</b>	In the event of default (non-payment) of three (3) payments of profit pending the commencement of instalment or during the payment of monthly instalment, the Bank shall be entitled to convert the prescribed rate to ICOF+6.00% per annum calculated on daily balance basis, or such other rate as the Bank may prescribe from time to time with twenty-one (21) calendar days' notice prior to implementation subject always to the Sale Price. Provided always that such increase shall not cause the total payment amount to exceed the Bank's Sale Price. The Default Rate will be revised to the prevailing Effective Profit Rate upon full settlement of all your payment in arrears under the Facility.
<b>Right to set-off</b>	We have the right to set-off any credit balance in your deposit account(s) maintained with the Bank against any outstanding balance.
<b>Right to commence recovery or Legal action</b>	<p>Legal action will be taken if you fail to respond to reminder notices. Your property may be subjected to foreclosure and you will have to bear all costs. We have a right to commence recovery activities (including engaging third party i.e. receivers or debt collection agencies), foreclosure and bankruptcy proceedings.</p> <p><u>Note:</u></p> <p>Legal action against you may affect your credit rating leading to credit being more difficult or expensive.</p>
<b>Right to review and terminate the facility</b>	We will retain our right to review and terminate the facility granted to you in the event there is any indication that the property is being used for Shariah non-compliant activities or upon occurrence of any other events of defaults as agreed in terms and conditions of the facility.

**6. What if I fully settle the financing before its maturity?**

If you fully settle your financing before its maturity :-

- No Early Settlement Fee will be charged.
- You will need to pay the outstanding balance, current monthly profit and any amount due and payable to the Bank.
- **In addition**, we shall grant rebate (Ibra') to you on, but not limited to, the following events :-
  - (a) You make early settlement or early redemption, including those arising from prepayments.
  - (b) In the event of early commencement of Monthly Instalment prior to the expiry of grace profit period (for properties under construction).
  - (c) In the event the Effective Profit Rate is lower than the Ceiling Profit Rate.
  - (d) In the event the actual disbursed amount is less than the Bank's Purchase Price.

**Note:**

The rebates are not meant for cash rebate payable to you, but will be reflected as a reduction in the profit element of the instalments of the Facility upon receipt of the settlement/redemption sum as determined by the Bank based on the following formula:

Outstanding Bank's Sale Price	<b>LESS</b>	Outstanding Purchase Price	<b>LESS</b>	Early Settlement Charge	<b>LESS</b>	Other Amount Due to the Bank
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For further illustration of rebate for Variable Rate Financing, please refer [www.maybank.com/Islamic](http://www.maybank.com/Islamic) website.

**7. Do I need any takaful/insurance coverage?**

The following Takaful policies are recommended to be taken from our panel of Takaful providers or other takaful companies of your choice approved by the Bank:-

**recommended:-**

- Mortgage Reducing Term Takaful (MRTT) to cover you in the event of death or permanent disability
- Fire Takaful/Insurance or Home Building Takaful (HBT) taken up with the reputable UK takaful/insurance provider to cover the property

**Optional :-**

- Home content takaful to cover the small assets (e.g. electrical items, furniture, etc.) within the property

**Note:**

*In the circumstances where the Takaful products are not been opted; you may take other insurance product comparable to the above Takaful products separately and the Bank will NOT finance the cost of insurance products into your financing facility.*

**8. Do I need to provide guarantor?**

On case to case basis depending on your credit assessment by the Bank, you may be required to provide a guarantor.

**9. Can I suggest a lawyer to the Bank who is not listed on the Bank's panel lawyer?**

Yes. However, it is not recommended as the lawyer may not be well versed with the Bank's documentation requirements and hence may result in delays.

**10. What are the major risks?**

**1) Foreign exchange (Forex) risk or exchange rate risk or currency risk**

- It is a financial risk posed by an exposure to unanticipated changes in the exchange rate between Ringgit and Sterling Pound.
- To secure favourable exchange rate, you can opt to deposit monies into your Foreign Currency Account (FCA) with the Bank and subsequently transfer the fund for financing payment. Any extra payment made over the overdue instalment will automatically reduce the principal outstanding and thus will save profit for your next profit calculation.
- In the event that the value of property in London falls (due to property market downturn or due to unfavourable exchange rates), you may be required to top-up the financing in order to bring down the financing-to-value to an acceptable position.

**2) Credit risk**

- Due to the forex and the market conditions in London, the value of property might be fluctuating from the original margin of finance approved by the Bank.
- Hence, the periodic monitoring of valuation will be conducted on annual basis to match the original margin of financing approved with the current facility servicing (financing-to-value).

**3) Profit rate risk**

- If your financing is under Variable Rate Financing (VRF), the number of your monthly instalments and instalment amount may change or increase from the prescribed number of instalments in the Letter of Offer based on the movement of ICOF.
- The ICOF is applicable for 1 year rate subject to the Bank's investment exposure in GBP and UK's economy such as :-
  - Base rate movement i.e. Overnight rate determined by Bank of England
  - Inflation and unemployment rate of UK
  - Political factors and market outlook (financial & property)
  - Other factors i.e. liquidity tranche and capital flows

**In circumstances where ICOF continue to increase, the number of monthly instalments and the instalment amount may increase but will not exceed the Sale Price.**

**11. Can I opt for physical delivery of the commodity, instead? What about the cost involved?**

You may opt for physical delivery of the commodity subject to the Bank's terms and conditions. All costs associated with your instruction for physical delivery of the commodity, shall be borne by you.

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

It is important that you inform us of changes in your contact details to ensure that all correspondences reach you in a timely manner. To update your contact details, you may inform us in writing or reach us via one of the following channels: M2U or Home branch.

**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. you may contact us at :

Name of Branch : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Tel/Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

- 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 and debt restructuring for individuals. You can contact AKPK at:

Level 5 and 6  
 Menara Aras Raya  
 Jalan Raja Laut  
 50350 Kuala Lumpur  
 Tel : 03-26167766  
 Website : [www.akpk.org.my](http://www.akpk.org.my)  
 For more Info : [bnm.gov.my/MyKNP](http://bnm.gov.my/MyKNP)

- If you wish to complaint on the products or services provided by us, you may contact us at your home branch or:-

Maybank Group Care Centre (MGCC)  
 Tel : 1-300-88-6688 (Local)  
 603- 7844 3696 (Overseas)  
 Email : [mgcc@maybank.com.my](mailto:mgcc@maybank.com.my)

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

Block D, Bank Negara Malaysia  
 Jalan Dato'Onn  
 50480 Kuala Lumpur  
 Tel : 1-300-88-5465  
 Fax : 03-21741515  
 Email : [bnmteletelink@bnm.gov.my](mailto:bnmteletelink@bnm.gov.my)

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

Should you require additional information on Islamic property financing, please refer to the 'bankinginfo' booklet on 'House Financing-i', available at all our branches and the '[www.bankinginfo.com.my](http://www.bankinginfo.com.my)' website.

Further information on other home financing products, you may visit our Maybank or Maybank Islamic website at [www.maybank2u.com.my](http://www.maybank2u.com.my)

**15. Other consumer financing packages available**

Other Consumer financing packages available which are Ringgit Malaysia based are Commodity Murabahah Home/ Shophouse Financing-i, Personal Financing-i, Islamic Hire Purchase (AITAB), Maybank Islamic Ikhwan Card-i, Deposits-i Accounts and Islamic Cash Line-i Facility.

**IMPORTANT NOTE:****YOUR HOUSE MAY BE FORECLOSED IF YOU DO NOT KEEP PAYING INSTALMENTS ON YOUR HOME FINANCING*****Other Information:***

1. In the event the financing tenure extends into retirement, it is important that applicant(s) has/have a plan on how to service the payment after applicant's retirement age.
2. The information provided in this disclosure sheet is valid as at or until dd/mm/yy.

**Disclaimer:**

The terms and conditions indicated in this Product Disclosure Sheet are tentative/indicative only and not binding on the Bank. The final terms and conditions are as stipulated the letter of offer and Facility Agreement after credit assessment and financing approval.

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**For Bank use only:**

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