House Financing-i

ISLAMIC BANKING

House Financing-i

A consumer education programme by:

BANK NEGARA MALAYSIA
CENTRAL BANK OF MALAYSIA

PERSEKUTUAN BANK BANK DALAM MALAYSIA
THE ASSOCIATION OF BANKS IN MALAYSIA
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Disclaimer
This document is intended for your general information only. It does not contain exhaustive advice or information relating to the subject matter nor should it be used as a substitute for legal advice.
Date: 10 October 2003
Introduction

Purchasing a property is one of the many important decisions that one makes in life. Islamic banking institutions provide financing for those who want to purchase a property based on Shariah principles. This booklet provides a guide to consumers who wish to know about property financing based on Shariah principles. It explains the overall process and procedures involved in getting financing as well as the type of facilities available under Islamic financing.
WHAT IS HOUSE FINANCING-i?

House financing-i is a Shariah based financing facility to finance the purchase of all types of residential properties including houses, flats, apartments or condominiums.

It can also be used to refinance existing facilities taken either from conventional housing loans or other house financing-i schemes.

HOW HOUSE FINANCING-i WORKS

After you have signed a Sale and Purchase Agreement (S&P) to purchase a property, you can approach an Islamic banking institution for financing. The Islamic banking institution will assess your application in relation to your eligibility, tenure of financing and payment capability.

If approved, the Islamic banking institution will purchase the property from you through the Property Purchase Agreement and pay the developer or seller the purchase price (financing amount).

The Property Purchase Agreement is executed on the basis that you already have the rights to the property concerned based on the S&P between you and the developer or seller, and the Islamic banking institution is purchasing those rights in order to provide you the financing.

The Islamic banking institution subsequently sells the property back to you through the Property Sale Agreement at an agreed selling price which includes a profit margin to the Islamic banking institution for providing the financing to you (Selling Price = Purchase Price + Profit Margin). You will also need to charge the property to the Islamic banking institution. You will then pay the Islamic banking institution the selling price on a deferred payment basis by instalments within the agreed payment period under the house financing-i facility.
**PROPERTY UNDER CONSTRUCTION**

For a property under construction, the selling price will also include the grace period profit. You will pay the Islamic banking institution the grace period profit:

- During the construction period
- Monthly at a fixed amount
- Upon the first draw down to the developer
- Until the completion of the property OR at any time determined by the Islamic banking institution

**How house financing-i works**

1. You identify the property to be purchased
2. You sign the Sale and Purchase Agreement and pay the amount of down payment required
3. You seek house financing-i from an Islamic banking institution
4. The Islamic banking institution purchases the property from you through the Property Purchase Agreement
5. The Islamic banking institution pays the purchase price (financing amount) to the seller
6. The Islamic banking institution sells the property to you at the selling price (purchase price plus profit margin) through the Property Sale Agreement
7. You pay the monthly instalments to the Islamic banking institution
TIPS WHEN BUYING A PROPERTY

(a) Property under construction

When buying a property under construction, you should check the background of the developer. You should ensure that the developer:

- Has a valid license issued by the Ministry of Housing and Local Government
- Has a valid advertising and selling permit issued by the respective local authority

You have the right to enquire from the developer, information on license and permit. You can also refer to the Ministry of Housing and Local Government for further clarification. A developer with a good track record reduces the risk of the project being abandoned.
(b) Completed property

When purchasing a completed property from a seller, you should find out the market value for similar properties in the same area.

What can I afford?

(c) Work out a budget to help you determine what you can afford and the ceiling price on the property you wish to purchase. As a guide, your monthly commitments on paying instalments for your property, car and other payments should not exceed 1/3 of your gross monthly household income.

Check your available sources of funding:

- Personal savings – make sure that you have sufficient personal savings to pay for the down payment (about 10% - 20% of the property price) and other related costs, i.e. legal fees and stamp duties (about another 3% - 5%)
- Withdrawal from Employees Provident Fund (EPF) account – The total amount of EPF savings which you can withdraw to purchase a property must not exceed the sum that you have in Account 2. Please contact the nearest EPF office to enquire about your withdrawal eligibility
- Financing facility from an Islamic banking institution – shop around, check the available financing package that best suits you, the quality of service offered in terms of efficiency and reliability, and the charges involved, i.e. legal fees, related government fees and charges

WHERE CAN I GET HOUSE FINANCING-i?

Currently, banking institutions that provide house financing-i are the 2 Islamic banks; and 13 commercial banks and 7 finance companies that participate in the Islamic Banking Scheme. Please see the Appendix for the list of Islamic banking institutions.
FINANCING APPLICATIONS: DOCUMENTS REQUIRED

The following basic documents are required for your financing application:

• A photocopy of NRIC or passport

• For a salary earner – salary slip (latest 3 months) & J or EA Form (latest 3 years)

• For a businessman or self-employed – latest financial statements, bank statements (latest 3 months), J Form (latest 2 years) and business registration and other supporting documents to support the income

• A photocopy of the Title Deed (if applicable), Sale & Purchase Agreement, deposit or booking receipt/Letter of Offer from the housing developer

• Valuation report for a completed property

Some Islamic banking institutions may, however, require additional supporting documents.

Upon approval, you need to appoint a lawyer to draw up the financing documentation.
Upon approval, you need to appoint a lawyer to draw up the financing documentation. You can select a lawyer from a list of panel lawyers provided by your Islamic banking institution. Your lawyer will submit the relevant documents to the relevant government authorities for registration and to the Stamp Office for stamping.

Once completed, these registered documents will be submitted to the Islamic banking institution and you will be given a copy of the Property Purchase/Sale Agreement. Generally, this legal process should not exceed six months.

### FEES AND CHARGES

You would have to pay related costs such as professional fees and government charges. Some of the common fees and charges that you would expect to incur are:

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
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<tbody>
<tr>
<td>1. Between you and the developer or seller:</td>
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<tr>
<td>Sale and Purchase Agreement –</td>
<td></td>
</tr>
<tr>
<td>• Stamp duty</td>
<td>RM10</td>
</tr>
<tr>
<td>• Professional legal fees</td>
<td>1.0% for the first RM100,000</td>
</tr>
<tr>
<td>• Professional legal fees (security documents)</td>
<td>0.5% for the first RM4,900,000</td>
</tr>
<tr>
<td>2. Between you and the Islamic banking institution:</td>
<td></td>
</tr>
<tr>
<td>Property Purchase Agreement and Property Sale Agreement –</td>
<td></td>
</tr>
<tr>
<td>• Stamp duty</td>
<td>RM5 per RM1,000</td>
</tr>
<tr>
<td>• Professional legal fees (security documents)</td>
<td>1.0% for the first RM100,000</td>
</tr>
<tr>
<td>• Professional legal fees (security documents)</td>
<td>0.5% for the first RM4,900,000</td>
</tr>
<tr>
<td>3. Other fees or charges:</td>
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<tr>
<td>• Disbursement fees, i.e. registration charges, searches (land and bankruptcy)</td>
<td>These are fees charged by Government authorities that could range from RM300 to RM700</td>
</tr>
<tr>
<td>• Processing fees charged by the Islamic banking institution for processing the financing</td>
<td>RM50 for the first RM30,000</td>
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<td>RM100 for RM30,001 to RM100,000</td>
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<td>RM200 for RM100,001 and above</td>
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</table>

The types of charges and the amount may change in the future. Please check with your Islamic banking institution on matters pertaining to fees and legal services.
COMMON HOUSE FINANCING-i PACKAGES

Islamic banking institutions generally offer house financing-i packages either in the form of a term financing, cash line facility or a combination of both.

- Term financing
  - A facility with regular monthly instalments for a fixed period of time
  - Instalment payments consist of the Islamic banking institution’s purchase price (financing amount) plus its profits
- Cash line (overdraft) facility
  - A facility with cash line granted based on a predetermined limit
  - No fixed monthly instalments as the profit is calculated based on daily outstanding balance or amount of cash line utilised
  - The cash line is revolving in nature and the utilised amount that has been paid can be re-used

MARGIN OF FINANCING

The amount of financing provided by an Islamic banking institution depends on the market value (for completed properties only) or the price of the property. The margin of financing could be up to 95% of the value of the property, depending on the policy of the Islamic banking institution.

FINANCING TENURE

The tenure of financing can be as long as 30 years or until the purchaser reaches age 65.

FINANCING FEATURES

Each Islamic banking institution packages its house financing-i differently. Examine all the features of a particular package and do not base your decision just on any single feature. Pricing is just one consideration, however, other features like flexible payment terms may enable you to have greater savings overall.
– Principal is only due at the end of the financing tenure. This can be renewed upon request
– The profit rate is generally higher than the profit rate of term financing
• Term financing and cash line facility combined
  – A combination of term financing and cash line. For example, 70% as term financing and 30% as cash line
  – Regular financing instalments on the term financing portion is required
  – Flexibility on the payment of the cash line portion
Islamic banking institutions may impose charges for early redemption of the financing.

**GRADUATED PAYMENT SCHEME**

The scheme allows you to pay lower instalments at the beginning of the financing period and will gradually increase over time. This will help reduce your burden of payment during the early years. As your earnings increase over time, your payment capability will also increase, allowing higher instalment payments.

The scheme is also suitable if you wish to purchase a more expensive property but is restricted by your payment capability during the initial years.

**PREPAYMENT FLEXIBILITY**

Different Islamic banking institutions may have different terms and conditions imposed on prepayments. Check the financing package to see if it allows you the flexibility to make prepayments.

**EARLY REDEMPTION REBATE**

Islamic banking institutions may, at their discretion, give a rebate (ibra’) for the unearned profits for early redemption of financing. The rebate is in the form of a reduction in the balance outstanding of the selling price.

**EARLY REDEMPTION CHARGES**

Islamic banking institutions may impose charges for early redemption of the financing. Generally, the charges imposed can either be a flat rate or an ‘x’ number of months’ of profit (e.g. 1 month’s profit) and can be in the form of a reduction in rebate given. Some Islamic banking institutions do not charge if sufficient notice is given (stated in the terms and conditions) or if the settlement is made after a specific required minimum period of financing.
COMPENSATION CHARGE

Islamic banking institutions may impose a compensation charge on late payment of the financing. The charge is 1% on overdue instalments and is not compounded.

DOCUMENTATION

The documentation required for house financing-i are:

- Property Purchase Agreement – a contract detailing the purchase of the property by the Islamic banking institution from you
- Property Sale Agreement – a contract detailing the sale of the property by the Islamic banking institution to you. It contains major provisions, i.e. the selling price, terms of payments and financing. It also sets out the duties of the Islamic banking institution and you in the event of default, the rights and remedies of each party
- Charge documents, Deed of Assignments and Power of Attorney
For early redemption of financing, you will be entitled for a refund of the takaful contribution for the balance of the unexpired period. Remember that throughout the tenure of the financing, your property is charged to the Islamic banking institution (i.e. the Islamic banking institution has a claim over your property). Get explanations from your lawyer on the major clauses of the agreement and their implications.

**VALUATION REPORT**

If you purchase a fully completed property from a house owner, a valuation report may be required. The Islamic banking institution will appoint a property valuer to appraise the property. The valuation fee for this service starts from a few hundred ringgit upwards, depending on the value of the property and you will be charged for this service.

**TAKAFUL (ISLAMIC INSURANCE)**

It is extremely important to take takaful coverage when you purchase a property as a form of financial security if an unfortunate event should occur.

There are two important takaful plans to consider:

- **Houseowners Takaful Plan**
  (Please refer to our Insuranceinfo booklet on Houseowners/Householders Takaful or visit...
www.insuranceinfo.com.my). This plan provides coverage for your property against loss or damage caused by perils such as flood, fire, earthquake, hurricane, and explosion. For properties with strata titles such as apartments or condominiums, you need not take up takaful because the Management Corporation would have taken up takaful/insurance on the entire building. Obtain the sub-certificate of the Master Policy issued by the takaful operator/insurance company from the Management Corporation and present it to the Islamic banking institution. This is necessary so that the Islamic banking institution is aware that the property has been insured and will not take up another takaful plan on your property.

- Mortgage Takaful (Mortgage Reducing Term Assurance or MRTA)
  This plan provides for full settlement of your outstanding balance of the house financing-i with the Islamic banking institution, in the event of your total permanent disability or death. Contribution (premium), incurred once, is usually included in the financing amount, and spread over the financing tenure. No monthly or yearly contributions are to be paid. For early redemption of financing, you will be entitled for a refund of the contribution for the balance of the unexpired period.

  Islamic banking institutions have their own panel of takaful operators and most of them can arrange takaful on your behalf with the annual contribution charged to your house financing-i account.

DISBURSEMENT OF FINANCING

The Islamic banking institution will disburse (pay out) the financing once it has received advice from your lawyer that the financing documents are in order. At this time, you will have been informed of the date and the amount of the first instalment that you have to pay.
Both you and the Islamic banking institution have certain rights and duties during the course of the financing. Some of the more important ones are:

**Rights:**

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<tr>
<th>You</th>
<th>Islamic Banking Institution</th>
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<tbody>
<tr>
<td>To have access to all information that would affect your decision to obtain financing</td>
<td>To have full relevant disclosure of information on your credit standing</td>
</tr>
<tr>
<td>To be treated professionally, courteously and without prejudice</td>
<td>To have correct and truthful information on you</td>
</tr>
<tr>
<td>To be informed on changes to the terms and conditions of your financing</td>
<td>To the timely payment of profit/instalments of the financing</td>
</tr>
<tr>
<td>To have accurate regular information on your financing account</td>
<td>To take legal action in the event of default/breach of contract</td>
</tr>
<tr>
<td>To take legal action in the event of a breach of contract</td>
<td></td>
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A credit officer can provide invaluable assistance and clarify issues which you are unsure of. Take time to discuss your house financing-i questions with the officer at length so that you can choose a financing facility that best suits your needs.

### Duties:

<table>
<thead>
<tr>
<th>You</th>
<th>Islamic Banking Institution</th>
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<tr>
<td>To read and understand all terms and conditions of the financing</td>
<td>To discharge your obligations as described in the agreements</td>
</tr>
<tr>
<td>To observe the terms and conditions of the financing at all times</td>
<td>To inform you on any changes made to the terms and conditions, fees charged and other relevant information</td>
</tr>
<tr>
<td>To enquire and get clarification on all aspects of the financing to your satisfaction</td>
<td>To attend to all queries made by you</td>
</tr>
<tr>
<td>To make prompt payments on the fees, charges, profit and instalments of the financing</td>
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</table>

A credit officer can provide invaluable assistance and clarify issues which you are unsure of. Take time to discuss your house financing-i questions with the officer at length so that you can choose a financing facility that best suits your needs.
### FREQUENTLY ASKED QUESTIONS

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<thead>
<tr>
<th>Q&amp;A</th>
<th>Answer</th>
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<tr>
<td>How much can I afford?</td>
<td>This depends on your income and other financial obligations. As a rule of thumb, most buyers purchase properties that cost between 1.5 to 2.5 times their annual income. For example, a buyer earning RM40,000 a year would purchase a property between RM60,000 and RM100,000. Furthermore, the monthly payment should not exceed 1/3 of your gross monthly income. In assessing your payment capability, the Islamic banking institution would also take into account your other debt payments such as car financing, personal financing and credit cards.</td>
</tr>
<tr>
<td>How much financing can I obtain?</td>
<td>This will depend on the value of your property, your income and your payment capability. Margin of financing can go as high as 95% (inclusive of Mortgage Takaful). The higher the margin and the shorter the tenure, the higher you will have to pay per instalment.</td>
</tr>
<tr>
<td>How long does it take to process an application for financing?</td>
<td>It usually takes about one to two weeks for your financing application to be approved from the time you supply complete documentation. Ask the Islamic banking institution for the checklist of required documents to be submitted to avoid unnecessary delays.</td>
</tr>
<tr>
<td><strong>What is the difference between conventional loan and Islamic financing?</strong></td>
<td>A conventional loan is given on a debtor/creditor relationship. Interest will be charged on the amount of the loan. This represents the financial institution’s cost in obtaining the funds. Islamic financing works on the concept of purchasing and selling whereby the Islamic banking institution purchases the property and subsequently sells it to you at a selling price inclusive of its profits, on a deferred payment basis.</td>
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</tbody>
</table>
| **What are the advantages of house financing-i?** | • The selling price of the property is fixed at the time of contract
• There are no additional or hidden costs that will change the selling price of the property
• The repayment amount is not subject to fluctuations in interest rates
• There is no compounding of arrears and it allows for better financial planning |
<p>| <strong>Can a non-Muslim apply for house financing-i?</strong> | Yes, house financing-i facility is available to non-Muslims. |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
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<tbody>
<tr>
<td>Why do I need a valuation?</td>
<td>A valuation is needed if you are purchasing a completed property. The Islamic banking institution requires a valuation to ascertain whether the property provides sufficient security for the financing given. It also provides an indication that the property is worth what you are paying for.</td>
</tr>
<tr>
<td>Do I need to appoint a lawyer? Can I choose my own lawyer?</td>
<td>Yes. You need to appoint a lawyer to draw up your financing documentation. Normally, the Islamic banking institution will provide a panel of lawyers who are familiar with their documentation requirements for you to choose. If you prefer to engage your own lawyer, you should discuss this with your Islamic banking institution.</td>
</tr>
<tr>
<td>Who pays for the legal fees?</td>
<td>Generally, the legal fees are borne by the purchaser. However, certain developers and Islamic banking institutions may offer to pay the legal fees on the legal documentation as part of their marketing package. In addition, some Islamic banking institutions also extend financing for the documentation fees.</td>
</tr>
<tr>
<td>What if I run into financial difficulties and cannot meet the payments for my financing?</td>
<td>If this happens, you should contact your Islamic banking institution to discuss a reasonable payment programme, which could include extending the tenure of the financing or reducing the instalment amount, provided the amount outstanding is still within the selling price.</td>
</tr>
</tbody>
</table>
**Why does my outstanding financing remain high at the initial stage despite payments made?**

During the early years of financing, a significant amount of your payments will go towards the payment of the Islamic banking institution’s profits. So, if you make partial prepayments to pay the principal sum outstanding, you will be able to save on payments on the Islamic banking institution’s profits.

**Can I make extra payments other than the monthly contractual payments?**

This depends on the terms and conditions stated in your financing agreement. By paying in extra money each month or making extra payments at the end of the year, you can speed up the process of paying off the financing. When you pay extra money, be sure to notify your Islamic banking institution that the excess payments are to pay for the principal sum outstanding. However, if you make a lump sum payment or partial payments to your principal financing, you must give notice to your Islamic banking institution. The notice period ranges from 1 to 3 months.

**Do I need a guarantor for house financing-i?**

This is at the Islamic banking institution’s discretion and depends on the credit standing of the customer.
Does the Islamic banking institution have the right to charge my financing account for any miscellaneous charges incurred by them, i.e. late payment charges, legal costs, takaful, etc.?

The Islamic banking institution’s power to impose charges on your account is normally indicated in the Terms and Conditions of the financing.

How long is the grace period for payment of my monthly instalments/profits?

Generally, the Islamic banking institution gives a grace period of 7 to 14 days for you to pay your instalment payment. Any payment received after the grace period will be subjected to compensation charges.

When does the Islamic banking institution release the financing to the seller or developer?

For properties under construction, the progressive payment will be released to the developer according to the completed stage of construction as per the Architect’s Certificate. For completed properties, the financing will be released upon completion of legal documentation or when all relevant approvals, such as the approval of the state government have been obtained.
Can I purchase a property under joint names and apply for the house financing—i only under my name?

The Islamic banking institution will consider such applications on the merits of each case, under the following circumstances:

- The co-owners are related as husband and wife, and one party is not working and the other party is solely responsible for the financing.

- The co-owners are related as father/mother and children, the parents are old and not working and the children will be responsible for the financing.

However, the above is at the Islamic banking institution’s discretion and they may also consider other circumstances.

If the developer abandons the project, am I still required to service my profits/installment payments?

Yes. You are still obliged to service your financing based on the agreement signed between you and the Islamic banking institution. However, since the Islamic banking institution has vested interest in the property, you could discuss a payment plan with them. You should also report the matter to the Ministry of Housing & Local Government and the House Buyer’s Association.

What happens when the financing is fully paid?

When the financing is fully settled, the Islamic banking institution will uplift its claim on the property.
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What can the Islamic banking institution do if I do not make payments?</td>
<td>If you fail to make 3 consecutive payments, the Islamic banking institution will take the necessary actions to recall the financing. In the worst-case scenario, the Islamic banking institution will foreclose the property and sell it to settle the financing. You would still be liable to pay the difference between the auction price and the financing amount outstanding.</td>
</tr>
<tr>
<td>What happens in the event of my death if I have not taken up takaful?</td>
<td>Your survivor/next of kin will have an option to either proceed to service the financing or redeem it. However, most Islamic banking institutions make it compulsory for you to take mortgage takaful (MRTA) at the time of the contract to provide financial security against such an event.</td>
</tr>
<tr>
<td>What is the most convenient way to pay for my financing?</td>
<td>There is a wide range of services offered to make payments easier for you. Some of the alternative ways of servicing a financing include:</td>
</tr>
<tr>
<td></td>
<td>• Open a savings/current account and arrange for standing instructions with minimal charges (if you maintain deposit and financing accounts with the same bank, the charges may be waived)</td>
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<td>• Through an ATM transfer</td>
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<td>• Internet banking</td>
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<td></td>
<td>• Telephone banking service</td>
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<td></td>
<td>• Deposit your cheque at the deposit machine or send it directly to your Islamic banking institution</td>
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</tbody>
</table>
### Should I consider refinancing my existing financing if I am offered a lower profit rate?

The main consideration in refinancing would be the costs involved. As you are clearly aware, you have incurred a substantial amount to pay for the necessary fees to obtain your first financing. For example, processing fees, legal fees, stamping fees and transfer fees. Refinancing means you would have to incur the same charges again. Before you decide to refinance, you should ensure that the savings from the lower rate is enough to compensate for all the costs incurred associated with refinancing, including penalty charges, if any.

### Can the existing conventional housing loan be converted to house financing-i?

Yes, with the preparation of fresh legal documents for house financing-i.

### Am I entitled for rebate for early settlement?

The Islamic banking institution, at its discretion, may give a rebate (iba’) for the unearned profits. The rebate is in the form of a reduction in the balance outstanding of the selling price.
**GLOSSARY**

**Application Form**
A form used to apply for financing, available at Islamic banking institutions.

**Compensation Charges**
A fee charged by Islamic banking institutions for late payment of instalment.

**Default**
Failure to pay the monthly instalment to Islamic banking institutions when due.

**Disbursement Fees**
Various types of fees such as registration of charge fee, land search fee, bankruptcy search fee incurred by Islamic banking institutions and solicitors attending to the financing documentation in relation to the financing which are payable by the customer.

**Documentation**
A set of agreements, forms, and other documents to be signed in connection with a financing. The documentation will form a full set of records for the financing.

**Down Payment**
An initial payment made by the buyer to the developer or seller of the property.

**Early Redemption Charge**
A charge imposed by the Islamic banking institution on early payment of financing in full. The charge can either be a flat rate or ‘x’ months of profit.

**Financing Tenure**
Number of years taken to fully pay the financing amount and profit margin as agreed under a specific payment programme.

**Foreclosure**
Legal action available to the Islamic banking institution for recovering outstanding sums owed by a customer who has defaulted on his/her financing. The property pledged by the customer to secure the financing is sold and the proceeds of the sale are used to settle the outstanding amount.
Graduated Payment
A scheme that allows the customer the flexibility to pay a lower instalment sum at the beginning of the financing tenure before progressing onto a higher instalment sum as the customer’s purchasing power improves.

Gross Monthly Household Income
The sum of gross monthly pay of all working family members before deducting income tax, zakat (if applicable), Socso, EPF, financing instalments or other deductions plus any additional income from overtime, commission and other sources.

Guarantor
Person or entity who is legally bound to pay a financial obligation incurred by the person taking the financing if that person fails to pay.

Houseowners Takaful
A takaful plan that provides coverage for a residential property against loss or damage caused by perils such as flood, fire, earthquake, hurricane and explosion.

Ibra’
Rebate given by the Islamic banking institution for the unearned profits, in the event of early redemption of financing. The rebate will be in the form of a reduction in the balance outstanding of the selling price.

Islamic Banking Institutions
Banking institutions licensed under the Islamic Banking Act (IBA) 1983 or the Banking and Financial Institutions Act (BAFIA) 1989 that offer Islamic banking products and services. There are 2 Islamic banks; and 13 commercial banks and 7 finance companies that participate in the Islamic Banking Scheme.
Margin of Financing
The financing amount granted by the Islamic banking institution, expressed as a percentage of the value of property pledged to secure the financing.

Mortgage Takaful
(Mortgage Reducing Term Assurance or MRTA)
A family takaful plan which will automatically settle a customer’s house financing-i in the event of his/her death or permanent disability. Once the financing has been redeemed, the ownership of the property will be released to the customer or his/her beneficiary. The customer will pay a single contribution for the mortgage takaful when the financing is taken. The contribution rate will depend on the age, amount, profit rate and term of financing.

Outstanding Financing
Remaining financing not yet paid, including profit margin and other charges.

Power of Attorney
A formal legal document giving authority to one person to act on behalf of another person.

Principal or Purchase Price
The amount of financing from the Islamic banking institution or the purchase price of the property by the Islamic banking institution from a customer, excluding profit margin and other charges.

Profit Margin
The amount charged by the Islamic banking institution to the customer for the use of the fund during the tenure of financing.

Outstanding Financing
Remaining financing not yet paid, including profit margin and other charges.

Property
Landed properties such as houses, apartments and condominiums, and land such as bungalow lots.
Property Purchase Agreement
A written contract signed between the Islamic banking institution and the customer, expressing the sale of the property by the Islamic banking institution to the customer. It contains major provisions such as the selling price, terms of payments and financing, and the duties, rights and remedies of each party.

Sale and Purchase Agreement
A written contract signed between the intended buyer of the property and the developer or seller of the property, stating among others, the terms and conditions under which the property will be sold.

Selling Price
The price agreed for the Islamic banking institution to sell the property back to the customer which consists of the Islamic banking institution’s purchase price (financing amount) plus its profit margin.

Takaful
A protection plan based on the Shariah principles. A person contributes a sum of money to a takaful fund in the form of participative contribution (tabarru’) and undertakes a contract to become one of the participants by agreeing to mutually help each other, should any of the participants suffer a defined loss.

Term Financing
A financing facility with regular periodic instalments, over a specified period of time.

Title
A legal document establishing the rights of ownership on a property.

Valuation Report
A written analysis of the estimated value of real estate prepared by a licenced Valuer or Appraiser.
APPENDIX

Banking Institutions Offering Islamic Banking Products and Services (as at 30 September 2003)

Islamic Banks
• Bank Islam Malaysia Berhad
• Bank Muamalat Malaysia Berhad

Commercial Banks
• AFFIN Bank Berhad
• Alliance Bank Berhad
• AmBank Berhad
• Citibank Berhad
• EON Bank Berhad
• Hong Leong Bank Berhad
• HSBC Bank (Malaysia) Berhad
• Malayan Banking Berhad
• OCBC Bank (Malaysia) Berhad
• Public Bank Berhad

• RHB Bank Berhad
• Southern Bank Berhad
• Standard Chartered Bank (Malaysia) Berhad

Finance Companies
• AFFIN-ACF Finance Berhad
• EON Finance Berhad
• Hong Leong Finance Berhad
• Mayban Finance Berhad
• AmFinance Berhad
• Public Finance Berhad
• Southern Finance Berhad
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