

ISLAMIC FINANCING FACILITIES

FAQ – Financing Documents (applicable to individual customers only)

Kindly refer to the table below in relation to provisions in the:-

- (1) Facility Agreement (Home Financing-i/Term Financing-i); and
- (2) Documents relating to property charged / assigned to us (“**Security Documents**”).

No	Question	Answer
1.	In what circumstances, the costs and expenses incurred for the valuation of the property will be charged to the Customer and/or Security Party if it is conducted by the valuers based on the Bank's request?	<p>The costs and expenses will be borne by the Customer and/or the Security Party if:-</p> <ol style="list-style-type: none">(a) the valuation is conducted for the purpose of disposing, selling or foreclosing the property; or(b) in any other circumstances as provided in the Letter of Offer between the Bank and the Customer. <p>If the valuation is conducted for any other purposes (other than the purpose stated above), it will be borne by the Bank.</p>
2.	If a valuation report on the property is to be provided by the Customer prior to the disbursement of the Islamic financing facilities, who will bear the costs?	<p>The Customer is responsible to procure a valuation report on the property, failing which the Bank will not disburse the Islamic financing facilities. All costs in relation to the valuation report will be borne by the Customer.</p>
3.	In what circumstances, the costs and expenses incurred for the inspection of the property will be charged to the Customer and/or Security Party if it is conducted by any agents based on the Bank's request?	<p>The costs and expenses will be borne by the Customer and/or the Security Party if:-</p> <ol style="list-style-type: none">(a) the inspection is conducted for the purpose of disposing, selling or foreclosing the property; or(b) in any other circumstances as provided in the Letter of Offer between the Bank and the Customer. <p>If the inspection is conducted for any other purposes (other than the purpose stated above), it will be borne by the Bank.</p>
4.	What are the types of searches where the Customer and/or the Security Party are liable to pay the charges?	<p>The Customer and/or the Security Party will be liable to pay for the charges incurred for bankruptcy and winding up searches.</p>

No	Question	Answer
		For credit related searches, the Customer and/or the Security Party are not liable to pay for the charges incurred.
5.	What is the extent of the applicability of the indemnity clause in the Facility Agreement (Home Financing-i/Term Financing-i) and/or Security Documents?	Any indemnity provided by the Customer and/or Security provider is applicable only to the extent permissible by law and provided that there is no gross negligence or wilful misconduct by the Bank.
6.	Would the Bank disclose the Customer's and/or the Security Party's information to any person whom the Bank deems that such disclosure is in its interest?	No unless the Customer and/or the Security party have provided the consent to the Bank for such disclosure.