

## TERM SHEET : REAL ESTATE FINANCE PRODUCTS

### These terms and conditions are applied:

- For Residential and Non-Residential properties: in relation to finance granted by Sharjah Islamic Bank in respect of real estate property in the respective Emirate of United Arab Emirates
- In addition to these terms, the Personal Banking General Terms and Conditions shall also apply to any Real Estate Finance granted by Sharjah Islamic Bank. In the event of a conflict, the provisions in these Real Estate Finance terms and conditions shall prevail.

### General Terms and Conditions:

- Any application or processing fees or approval re-validation fee or property evaluation fee that have been paid to Sharjah Islamic Bank are non-refundable
- Any Fees and Charges (whether demanded or not) will be collected from any of customer account with the Bank
- Details of our Fees and Charges are set out on the Schedule of Services and Tariffs which is available on our website: ([www.SIB.ae](http://www.SIB.ae)) and we will also inform customers of any charge we make if they request any service
- We can change the amount of our Fees and Charges and introduce new or different Fees and Charges to reflect the cost of the work or service involved or for any other reason whatsoever. Customer will therefore need to ensure they refer to the latest Schedule of Services and Tariffs. Where we change the amount of our Fees and Charges, we will provide customers with notice as required by law and regulation
- The Finance to Value (FTV), profit rate, fees and other finance terms will vary depending on individual project and or applicant's profile and subject to Bank approval
- Bank will finance only the properties in the respective Emirate of United Arab Emirate which are approved with the Bank
- The applicant is responsible for providing the bank with accurate and legitimate documentations
- The Bank further has the right to cancel the offer at any time during its validity period without any prior notice
- Down payment on all properties to be made prior to disbursal of any funds by the Bank
- Down payment on the property to be made from the applicant's own fund
- The Buyer and seller to ensure that the service & maintenance fees, other relevant charges by the developer should be cleared prior to application for NOC
- All fee & charges related to the developer and government authorities to be borne by the customer
- Customer to bear all profit charges/late payment penalties that is charged by the developer prior to banks disbursal
- In resale case, the seller's payment cheque shall be issued in the name of the owners of the property as per title deed /Sale purchase agreement (if applicable)
- If the Finance is granted to more than one applicant (joint financing), the applicants hereby agree and undertake to be liable for the Finance outstanding as joint and several applicants
- Sharjah Islamic Bank fees and charges are inclusive of the Value Added Tax (VAT)
- In line with the UAE's Value Added Tax (VAT) implementation from 1st January 2018, VAT at the rate of 5% will be levied on SIB's fees and charges specified herein, wherever applicable and as per UAE law



#### Securities:

- Duly registered Mortgage over the Property for the full amount of the Ijarah to be executed by the customer in favour of the Bank and to be formally registered with the concerned government land department
- If required by the Bank, assignment of all Rental Proceeds in favour of the Bank
- Any other tangible or intangible securities requested by the Bank from time to time to secure the Finance
- Customer to provide security cheque from repayment account prior to disbursement where the total amount of which shall be for the 120% of the Principal Amount. On settlement and closure of the subject finance, the security cheque will be cancelled and destroyed by the Bank
- The customer hereby acknowledges and agrees that, at any time throughout the term of this Agreement, the Bank shall be entitled to evaluate the Property, and should for any reason whatsoever, the value of the Property depreciate, then the Borrower shall within 30 days from the date of receipt of the Bank's written notice provide the Bank with additional security, acceptable to the Bank for the amount specified by the Bank in its above mentioned notice. All costs and expenses arising from or related to the evaluation of the Property shall be debited to the Borrower's finance Account or Borrower's current/ savings Account
- The customer hereby acknowledges and agrees that the Securities provided pursuant to the Agreement shall be a security for the repayment of the Finance, profit, Fees, commission and charges owed by the customer to the Bank pursuant to the Agreement, as well as a security for the repayment of any and all amounts owed by the customer to the Bank at any time pursuant to any facilities and/or finances granted by the Bank to the customer at any time after the execution of Agreement

#### Property Takaful:

- Property will be covered under Sharjah Islamic Bank's property takaful Policy; covering the property value and will be renewed annually until the finance outstanding is fully settled
- Property takaful premium will be charged to customers based on the master policy terms and conditions signed between SIB and insurance company
- Property takaful premium will be charged "annually" and will be calculated based on the property value (premium for the first year will only be charged on pro-rata basis only)
- Annual Property Takaful premium will be debited from customer's any account with Sharjah Islamic Bank and will be subject to Property Takaful policy terms and conditions, which may change from time to time by the Bank
- The Customer; hereby authorizes the Bank to insure the property with an insurance company against all risks, as the Bank may deem appropriate. Bank shall be named as the beneficiary under the insurance policy. All insurance policy premiums shall be paid by the Bank on behalf of the Customer to the appointed insurance company and the same shall be debited to customer's any account with the Bank when it's due, without any prior permission or notice
- Property Takaful policy will be renewed annually and will remain active till the full outstanding balance amount is fully settled
- Any funds (compensation) received under the insurance policy in respect of the property shall, at the Bank's sole discretion, be applied towards settlement of the finance outstanding balance due and all other outstanding amounts due under this contract from the customer
- For the avoidance of doubt, the costs cannot be reversed once paid or accrued, and will include not only the premium due to the relevant insurance company but in addition a service charge due to Bank
- Comprehensive "Property All Risks Takaful" terms are available on our website ([www.SIB.ae](http://www.SIB.ae)) which outlines details pertaining to property takaful Scope Cover, sum insured and other property takaful policy conditions



#### Life Takaful:

- The customer agrees that the Bank may obtain, but not obliged to do so, a life takaful policy and disability takaful policy. The proceeds of such policy shall be used only to settle the finance and the remaining finance amount, if any, in addition to the profit and any other amounts due shall be paid by the customer or his/her heir(s), as the case may be
- All takaful policy premiums shall be paid by Customer the on behalf of the Bank to the appointed insurance company and the same shall be debited to customer's any account with the Bank when it's due, without any prior permission or notice
- Comprehensive "Life Takaful" terms are available on our website ([www.SIB.ae](http://www.SIB.ae)) which outlines details pertaining to Life takaful Scope Cover, sum insured and other Life takaful policy conditions

#### Events of Default:

- Where any of the Events of Default should occur, thereof, the Bank may, at its sole discretion terminate the finance and declare the outstanding Principal Amount, the profit and any Fees or charges to be immediately due and payable whereupon the outstanding Principal Amount together with accrued profit thereon and all other sums due hereunder shall become so payable without further presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the customer
- The Customer shall be in default should any of the following events (Event of Default) occur or be continuing:
  - a) The Customer fails to make any payment towards the Finance or the Profit or any other amount hereunder when due; or
  - b) Any representation or warranty made or implied by the Customer herein proves to be at any time incorrect or inaccurate or is not complied with in any respect which, in the opinion of the Bank, is material; or
  - c) The Customer is unable to pay his debts as they fall due, commences negotiations with any one or more of their creditors with a view to the general readjustment or rescheduling of his indebtedness or makes a general assignment for the benefit of or a composition with his creditors or if he defaults under the terms of any guarantee whose default, in the opinion of the Bank, adversely affects the ability of the Customer to fulfil all or any of his obligations under this Agreement; or
  - d) The Security provided to the Bank or any part thereof cease by any reason to be in full force and effect or any of the Security is in jeopardy or if the Customer assigns or transfers any or all the Security to any person or entity; or
  - e) There shall have occurred a sale, condemnation, governmental taking, seizure, confiscation or other disposition of the Property or the Customer's assets; or
  - f) A judgment, payment of money order, or attachment of assets order has been issued by a competent court against the Customer; or
  - g) The Customer becomes insolvent or bankrupt or has a receiver appointed for the whole or any part of the business assets or undertakings or an order of a competent court is made for the bankruptcy of the Customer; or
  - h) An adverse change occurs in the Customer's legal structure or financial condition, which in the opinion of the Bank, would impair the ability of the Customer to honor his obligations to the Bank and/or to comply with the other terms and conditions of the Agreement or any of the documents referred to herein; or
  - i) The Customer merges or amalgamates with any legal entity without obtaining the Bank's written consent; or



- j) The Customer fails for any reason whatsoever to register the mortgage over the Property in favour of the Bank with the competent government authorities (i.e. land department); or
- k) The Customer ceases for any reason to carry on his business or job; or
- l) Any change in the ownership of the Property including inheritance; or
- m) The Customer fails to register the Property with Dubai Land Department pursuant to the Applicable Laws
  - In the event that the Finance shall be declared due and payable in accordance with the provisions outlined above, hereof, the Bank shall be entitled to enforce all or any of the Securities and to claim for the full amount outstanding of the Finance. This shall be without prejudice to any other rights available to the Bank under the Agreement or pursuant to the laws of the United Arab Emirates
  - The customer hereby acknowledges and agrees that if customer does not keep up repayments/payments on time then:
    - a) The property may be repossessed, or
    - b) The Bank may proceed to enforce any security given in Bank's favour, or
    - c) The Bank may proceed to present any cheques provided for payments. In the event that any cheque presented by the Bank is not honored, this may result in both civil and criminal consequences for the customer

#### Notices and Correspondence:

- All notices and correspondence - whatsoever their subject - shall be exchanged between the parties in writing at the addresses provided by the customer or through SMS or email at the customer's registered mobile number or email address, available in Bank's record or any other notification medium Bank may deem appropriate. Customer shall notify to the Bank of any change of its address, contact number or email address and the Bank shall act accordingly immediately after being notified thereof.
- We may at our absolute discretion vary any of the terms and conditions of the Agreement at any time by giving customers 30 days prior notice. We may give notice of variation of the Agreement by any means available, including but not limited to email and secure e-message service and by publication on our website ([www.SIB.ae](http://www.SIB.ae))
- Continued use of any product offered to customers under the Bank's Agreement after the date upon which any amendment to these Real Estate Finance Terms and Conditions comes into effect will constitute acceptance without reservation by customer of such amendment

#### Customer information:

- Customer agree that we may disclose their information to any third party in order to verify the information that they have provided to us, including contacting their employer to verify their employment status and any other information in connection with their employment
- Customer agree that we can share information with credit reference agencies/bureaus and use information available from public sources to verify their identity and suitability for a finance
- Customer agree that when they apply for a Finance facility (or any other credit facility with us) then as part of the application and during the term of the Finance, we may, on an ongoing basis, request reports from credit reference agencies/bureaus to assess their ability to meet financial commitments without further consent from them

- Customer understands that to request multiple reports from credit reference agencies/bureaus may negatively impact their credit score which may make it difficult for them to obtain credit in the future
- Customer understands and agree that we may disclose their information to the respective Emirate’s Land Department or any other relevant authorities, in relation to the Finance and the Agreement for any purpose we believe is necessary and customer agree that any information shared will be publically available as a result. This may include disclosure relating to registration of the Property or Security, or enforcement of the Security
- Customer understands and agrees to provide it’s express consent to Bank whereby, Bank, in future, may send messages or material, related to Bank’s product/service promotions, marketing material or any other notice on the change in the product/service related changes without obtaining any prior written confirmation from customer. Bank may use any means available, including but not limited to email and secure e-message service, Telephone or post in this regards

**By signing this document, I/We acknowledge that I/We have read, understand, and agree to all of the above mentioned terms and conditions and have been explained to me/us**

First Applicant:	Second Applicant:
Name: _____	Name: _____
Account No: _____	Account No: _____
Signature: _____	Signature: _____
Date: _____	Date: _____