

Product Guide

Regulated & Unregulated Ijarah Home Purchase Plan Facility



Product Guide

Regulated Ijarah Home Purchase Plan Facility

The purpose of this Product Guide is to give you a high level summary of:

- The Ijarah Home Purchase Plan Facility and how it will work in practice;
- The application process; and
- The various documents that you will have to sign and comply with if you enter into an Ijarah Home Purchase Plan with us (including the key obligations imposed on you under each of those documents).

What is the Ijarah Home Purchase Plan Facility?

Our Ijarah Home Purchase Plan Facility is based on the Islamic principle of "leasing" and allows the tenant to purchase the property at the end of the Ijarah facility term. For the purposes of this Product Guide, it is also referred to as an "Ijarah Facility". Under an Ijarah Facility, Kuwait Finance House PLC (the "Bank") will purchase a residential property then lease it to you, with the intention that you will subsequently purchase the property from the Bank at the end of the financing period. In order to do this, you undertake to enter into a promise to buy the property, and the Bank undertakes to enter into a promise to sell it to you.

We offer two separate payment options for under a Home Purchase Plan:

- 1. **Amortising** in addition to paying monthly rent, you will also be required to make monthly payments towards the purchase price of the property known as Acquisition Payments so that all payments under the Ijarah Facility are fully paid by the end of the Facility term.
- 2. **Rent Only** you will only be required to pay basic rent each month, meaning that the balance of the Home Purchase Plan will remain outstanding at the end of the Facility term. You will therefore need to ensure you have made arrangements to pay the balance of the Home Purchase Plan at the end of the Facility term to purchase the property from the Bank. If necessary, you should seek independent financial advice to ensure you have an appropriate payment vehicle in place to purchase the property from the Bank at the end of the Facility term or earlier.

Rental Payment Options

The rent payable by you under the Lease will be calculated either on a fixed, variable or fixed then variable rate (as explained below)

Variable

This means the monthly rent will be reviewed monthly and will take into consideration any change in the Bank's base rate, which track's movement in the Bank of England base rate. This means the rent could go up if the base rate increases and down if the base rate decreases.

<u>Fixed</u>

This means that you will pay the Bank a fixed amount of rent per month for the duration of the Facility.

Fixed then Variable

This means that you will pay the Bank a fixed amount of rent per month for a fixed amount of time. After this fixed period, the rent will automatically change to a Variable Rate, and the monthly rent will be reviewed monthly and will take into consideration any change in the Bank of England base rate.

Summary

Key difference between the Amortising Ijarah Facility and the Rent Only Ijarah Facility:

- Amortising Ijarah Facility: each month you pay rent <u>and</u> payments towards the
 purchase price of the property known as the Acquisition Payment (noting that if you make
 all your Acquisition Payments on time and in full there should be nothing left for you to
 pay (aside from any applicable fees or costs) to purchase the Property from us at the
 end of the term).
- Rent Only Ijarah Facility: each month you pay rent only. In order to purchase the property you will need to pay the full purchase price to the Bank in a lump sum.

Under either Facility option, you will pay monthly rent at a rate which is either (i) **Variable** (ii) **Fixed**, or (iii) **Fixed then Variable** (as explained above).

What is the Application Process?

Initial Application Stage

Along with this Product Guide, you should have received the following documents:

1) Terms and Conditions Governing Advice and Arrangement of Home Finance Services This document sets out the terms that will be applicable to the initial application stage, which includes where the Bank provides advice to you on its range of Ijarah Home Purchase Plan Facility and the Bank's involvement in arranging the product for you. It does not set out the terms on which the Bank will enter into an Ijarah Facility with you.

By way of example, these terms and conditions include information about:

- How you can contact the Bank during the application process;
- The Bank's liability and standard of care due to you during the application and arranging process; and
- How the Bank will use and store your personal and confidential information.

Note that the Bank's advice on and assistance in arranging the submission of an application does not guarantee that the Bank will enter into an Ijarah Facility with you. This is dependant on the Bank carrying out satisfactory due diligence checks on you and your finances. **About Your Home** This document provides further details relating to our home finance offering, **Finance** including: The range of regulated products that we offer; The nature of the service that we offer; The key financing criteria that apply both to the property and the applicants; Details of the fees that you may have to pay for our products and services; and Information on how you can complain, should you be unhappy with the service we have provided. 3) Risk and Features This document provides more detail about how the Ijarah Facility operates, of the Islamic including the key features and risks associated with entering this type of **Home Purchase** product. Plan The Key Risks are as follows: If you do not keep up with the monthly payments, you may lose your home. Under the Ijarah Facility, the Bank is the legal owner of the Property. You will not become the legal owner until you have completed all your payments. Until then, you will live in the property as the Bank's tenant. Your key commitments are: To make the required down payment; To make monthly rental payments; To pay the purchase price of the property, whether by making monthly on Acquisition Payments or in full a lump sum payment at the end of the term; and To take out building insurance. 4) Customer The Customer Categorisation Notice will confirm the nature of the regulatory Categorisation protections available to you. Notice You will only be sent the Customer Categorisation Noice by the Bank if you have approached the Bank directly or we have provided advice to you regarding the Ijarah Facility.

As the Ijarah Facility is a regulated product, unless you are otherwise advised in the Customer Categorisation Notice, we will categorise you as a customer who is entitled to the full scope of protections available under the rules of the Financial Conduct Authority.

5) Letter of Suitability

This document will be a record of any initial discussions and advice we have provided about the Ijarah Facility.

You will only be sent a Letter of Suitability by the Bank if we have provided advice to you on which Home Purchase Plan is most suitable for you.

It provides some important information such as:

- A summary of your key objectives and priorities, any issues identified and any income considerations;
- If you're plan is Rent Only, and you would like to pay the purchase price in full at the end of the agreed term as opposed to making monthly payments, we will also outline in the letter details of your purchase plan payment strategy (note that we will consider whether your strategy is credible as part of our assessment, but we will not assess whether the payment strategy is suitable for your circumstances, which remains your responsibility);
- Our recommendation to enter into an Ijarah Facility; and
- Some key features of the Ijarah Facility.

6) Financial Information Statement

This document provides key information about how the finance will operate under the Ijarah Facility agreement and helps you to easily compare different Home Purchase Plans. It includes information about:

- The term, purchase price and down payment under the Home Purchase Plan;
- The total amount of fees payable;
- Details about the monthly rental payments, including how the rental rate will be calculated will depend on whether you opt for a fixed, variable or fixed then variable]; and
- Details of what payments you will make towards the purchase price; whether this be monthly payments (where the 'Payment Type' of your Ijarah Facility is amortising) or a lump sum payment at the end of the term (where the 'Payment Type' of your Ijarah Facility is 'rent only).

Please let us know if you have not been provided with any of the above listed documents.

We understand that this is a large amount of documentation for you to read and digest. However, it is important that you read each document carefully and contact us if you have any queries. We can be contacted at the following address: Kuwait Finance House PLC, 35 Portman Square, London, W1H 6LR. You can contact us by

telephone at 00 44 (0)20 7487 6500. You can also contact us by e-mail via the Contact tab on the homepage of the UK section of the KFH Group website (www.uk.kfh.com) or by e-mail to info.kfhplc@kfh.com.

After reading these documents, if you would like to proceed with an application to enter into an Ijarah Facility with the Bank, you will need to complete and return our Application Form, which should have been provided to you. Please contact us if you have not received a copy of the Application Form.

Offer Stage

Once you have found a property to purchase (where applicable), and after we have completed our due diligence checks on you, we will either write to you to inform you that we are not able to enter into an Ijarah Facility with you at this time or we will provide you with an Offer Pack. This Offer Pack will include the following documents:

Offer Letter

The Offer Letter sets out the basis that we are willing to enter into an Ijarah Facility with you. This Offer Letter will contain an updated Financial Information Statement and Risk and Features document (as described above in the "Initial Application Stage").

In order to accept the offer, you must:

- sign and return a copy of the Offer Letter within 21 days from the date of the Offer Letter; and
- provide signed copies of the Lease, the Promise to Sell, Promise to Buy and any guarantees (see below) and comply with the conditions set out in the Schedule of Offer Conditions within three months.

By signing the offer letter, you confirm that you accept the terms and conditions set out in the offer letter and you confirm that you have or will comply with certain conditions, as set out in the "Acceptance of the Offer" contained in the Offer Letter.

The offer will become binding once you have signed it and returned a signed copy to us through your solicitor. You will then become responsible for all fees set out in the Financial Information Statement attached to the Offer Letter. You will still be required to pay the fees even if completion does not occur.

Note that the balance of the purchase price must not exceed a certain percentage of the value of the property (the "FTV", which will be specified in the Offer Letter). If at any time during the term of the Ijarah Facility, the value of the property goes down and the purchase price therefore exceeds the FTV percentage, you may be required to pay a lump sum amount towards the purchase price to ensure that, when those monies are deduced from the outstanding purchase price, the balance of the purchase price does not exceed the FTV percentage. By signing the Offer Letter you agree to make such payments as and when required.

Home Purchase Plan Tariff Sheet

A copy of our Home Purchase Plan Tariff Sheet will be provided to you with our Offer Letter. This document sets out the fees and expenses that you may need to pay in relation to the Ijarah Facility.

Lease

The Bank will be the legal owner of the property until you purchase the property from the Bank. As such, the Bank agrees to rent out the property to you during the agreed term. This document sets out the terms under which the Bank, as your landlord, will rent out the property to you, as the tenant.

The Lease sets out your responsibilities and obligations as a tenant of the property, including:

- Your obligation to pay rent (and the Bank's powers should you fail to pay rent or any other sum due under the Lease);
- A number of legally binding unilateral promises which are separate
 and forms part of the Ijarah Documents. These mainly relate to your
 right to purchase the property from the Bank and the Bank's right in
 case you fail to purchase the property from the Bank; and
- You are responsible for insuring the property in accordance with the Service Agency Agreement.

Note: if you fail to pay Rent, or you breach any of the legally binding promises listed in the Lease, the Bank may terminate the Lease and re-take possession of the property.

Promise to Buy

Under this promise, you undertake to purchase the property before the end of the term in the event that you default on certain terms of the Lease.

If you are unable to purchase the property from the Bank when required, the Bank may terminate the Lease, re-take possession of the property and sell the property. The Bank will deduct the outstanding purchase price from the sale proceeds, as well as other costs and charges set out in Clause 2.3 of the Promise to Buy, before providing the balance to you. You will be required to pay any shortfall to the Bank.

You also agree to compensate the Bank against all Stamp Duty Land Tax, the Bank's legal fees and any other fees, taxes, costs and expenses that the Bank incurs in letting the property to you, charging the property under the Legal Charge (see below) and the enforcement of any of the Ijarah Documents.

Promise to Sell

The Promise to Sell is a legal document, and by signing it the Bank commits to selling the property to you provided (i) you have paid the purchase price in full, (ii) there are no outstanding sums or outstanding breaches under any of the Ijarah Documents and (iii) the conditions set out in Schedule 1 of the Promise to Sell have been met.

Please note that you may be required to pay an Early Administration Fee if you wish to purchase the property before the end of the agreed term. Details of this fee can be found in the Offer Letter.

You also undertake in this promise to compensate the Bank against all Stamp Duty Land Tax, the Bank's legal fees and any other fees, taxes, costs and expenses that the Bank incurs in letting the property to you, charging the property under the Legal Charge (see below) and the enforcement of any of the Ijarah Documents.

Legal Charge

The Legal Charge is security for your obligation to pay the purchase price and rent payments. Under the Legal Charge, you agree to provide a legal mortgage and fixed charge over your interests in the property (including under the Lease and any insurance policy you enter into relating to the property) and a floating charge over the assets you keep in the property (such as furniture).

The purpose of this Legal Charge is to ensure that, in the event the Bank is forced to sell the property (for example, because you have failed to make the agreed payments), the Bank will be paid first from the proceeds of sale. The Bank will also be able to sell the assets falling under the floating charge detailed above in order to recover any shortfall from the sale of the property.

You must provide a number of contractual promises (undertakings) under the Legal Charge. These are contained in Schedule 2.

Under the Legal Charge you will be responsible for paying to the Bank on demand all reasonable costs, charges, taxes, liabilities and expenses incurred by the Bank or a Receiver in enforcing or preserving the security granted under this document or as a result of your breaching the Legal Charge.

This document includes a number of obligations, which you should read through carefully.

We strongly advise you to go through these documents with your solicitor before you sign and return them. The Law Society in the UK recommends that you instruct your own solicitor to assist you with an Ijarah Home Purchase Plan Facility.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP WITH PAYMENTS ON YOUR HOME PURCHASE PLAN

Timetable

Where a third-party broker has provided advice to you on the Ijarah Facility, we will provide you with a copy of the Financial Information Statement for this Ijarah Facility.

For more information on the Financial Information Statement, please see the "Initial Application Stage" detailed in this Product Guide.

Where we have provided advice to you on the Ijarah Facility, we will provide you with a Letter of Suitability and Financial Information Sheet.

Please read all of the documentation provided with the Suitability Letter and Financial Information Sheet carefully and raise any questions that you have (either with us, your solicitor or your financial adviser)

Once you have identified the property, submit Application Form, provide supporting documents and pay the Valuation fee

Communication declining offer to provide home purchase plan facility

Even if we have provided you with a Letter of Suitability, we may still decline to offer you home purchase plan if we discover any issues after carrying out further due diligence and credit checks on you.

Offer Letter

Once your home finance is approved, we will send you an Offer Letter and the Offer Pack of documents for you to review and sign.

Acceptance

Once you have read the documents contained in the Offer Pack and have raised any questions with us and / or your solicitor, to accept our offer must sign and return a copy of the Offer Letter within **21 days** from the date of the Offer Letter.

Solicitors instructed to carry out relevant legal work

This will include carrying out due diligence on the property and ensuring the Bank's conditions and any other legal conditions have been satisfied.

Sign and Return the Agreements

You must sign and return the agreements contained within the Offer Pack and comply with the conditions set out in the Schedule of Offer Conditions within **three months** from the date of the Offer Letter.

Drawdown/Completion

Upon completion of the purchase of the property by the Bank you will receive a welcome letter to confirm your rent and if applicable Acquisition Payment schedule.

Updating the Land Registry

Solicitors to lodge Land Registry application. Within 12 to 18 months, the Land Registry title for the property will be returned showing the Bank as the legal owner and noting your interest.



Product Guide

Unregulated Ijarah Home Purchase Plan Facility

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We offer two separate payment options for under a Home Purchase Plan:

- 3. **Amortising** in addition to paying monthly rent, you will also be required to make monthly payments towards the purchase price of the property known as Acquisition Payments so that all payments under the Ijarah Facility are fully paid by the end of the Facility term.
- 4. **Rent Only** you will only be required to pay basic rent each month, meaning that the balance of the Home Purchase Plan will remain outstanding at the end of the Facility term. You will therefore need to ensure you have made arrangements to pay the balance of the Home Purchase Plan at the end of the Facility term to purchase the property from the Bank. If necessary, you should seek independent financial advice to ensure you have an appropriate payment vehicle in place to purchase the property from the Bank at the end of the Facility term or earlier.

Rental Payment Options

The rent payable by you under the Lease will be calculated either on a fixed, variable or fixed then variable rate (as explained below)

<u>Variable</u>

This means the monthly rent will be reviewed monthly and will take into consideration any change in the Bank's base rate, which track's movement in the Bank of England base rate. This means the rent could go up if the base rate increases and down if the base rate decreases.

<u>Fixed</u>

This means that you will pay the Bank a fixed amount of rent per month for the duration of the Facility

Fixed then Variable

This means that you will pay the Bank a fixed amount of rent per month for a fixed amount of time. After this fixed period, the rent will automatically change to a Variable Rate, and the monthly rent will be reviewed monthly and will take into consideration any change in the Bank of England base rate.

Summary

Key difference between the Amortising Ijarah Facility and the Rent Only Ijarah Facility:

- Amortising Ijarah Facility: each month you pay rent and payments towards the purchase
 price of the property known as the Acquisition Payment (noting that if you make all your
 Acquisition Payments on time and in full there should be nothing left for you to pay (aside
 from any applicable fees or costs) to purchase the Property from us at the end of the
 term).
- Rent Only Ijarah Facility: each month you pay rent only. In order to purchase the property you will need to pay the full purchase price to the Bank in a lump sum.

Under either Facility option, you will pay monthly rent at a rate which is either (i) **Variable** (ii) **Fixed**, (iii) **Variable**, or (iv) **Fixed then Variable** (as explained above).]

What is the Application Process?

Initial Application Stage

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By way of example, these terms and conditions include information about:

- How you can contact the Bank during the application process;
- The Bank's liability and standard of care due to you during the application and arranging process; and
- How the Bank will use and store your personal and confidential information.

Note that the Bank's assistance in arranging the submission of an application does not guarantee that the Bank will enter into an Ijarah Facility with you. This is dependant on the Bank carrying out satisfactory due diligence checks on you and your finances.

2) Financial Information Statement

This document provides key information about how the finance will operate under the Ijarah Facility agreement and helps you to easily compare different Home Purchase Plans. It includes information about:

- The term, purchase price and down payment under the Home Purchase Plan;
- The total amount of fees payable;
- Details about the monthly rental payments, including how the rental rate will be calculated will depend on whether you opt for a fixed, variable or fixed then variable]; and
- Details of what payments you will make towards the purchase price; whether this be monthly payments (where the 'Payment Type' of your Ijarah Facility is amortising) or a lump sum payment at the end of the term (where the 'Payment Type' of your Ijarah Facility is 'rent only).

Please let us know if you have not been provided with any of the above listed documents.

We understand that this is a large amount of documentation for you to read and digest. However, it is important that you read each document carefully and contact us if you have any queries. We can be contacted at the following address: Kuwait Finance House PLC, 35 Portman Square, London, W1H 6LR. You can contact us by telephone at 00 44 (0)20 7487 6500. You can also contact us by e-mail via the Contact tab on the homepage of the UK section of the KFH Group website (www.uk.kfh.com) or by e-mail to info.kfhplc@kfh.com.

After reading these documents, if you would like to proceed with an application to enter into an Ijarah Facility with the Bank, you will need to complete and return our Application Form, which should have been provided to you. Please contact us if you have not received a copy of the Application Form.

Offer Stage

Once you have found a property to purchase (where applicable), and after we have completed our due diligence checks on you, we will either write to you to inform you that we are not able to enter into an Ijarah Facility with you at this time or we will provide you with an Offer Pack. This Offer Pack will include the following documents:

Offer Letter

The Offer Letter sets out the basis that we are willing to enter into an Ijarah Facility with you. This Offer Letter will contain an updated Financial Information Statement and Risk and Features document (as described above in the "Initial Application Stage").

In order to accept the offer, you must:

- sign and return a copy of the Offer Letter within 21 days from the date of the Offer Letter; and
- provide signed copies of the Lease, the Promise to Sell, Promise to Buy and any guarantees (see below) and comply with the conditions set out in the Schedule of Offer Conditions within three months.

By signing the offer letter, you confirm that you accept the terms and conditions set out in the offer letter and you confirm that you have or will

comply with certain conditions, as set out in the "Acceptance of the Offer" contained in the Offer Letter.

The offer will become binding once you have signed it and returned a signed copy to us through your solicitor. You will then become responsible for all fees set out in the Financial Information Statement attached to the Offer Letter. You will still be required to pay the fees even if completion does not occur.

Note that the balance of the purchase price must not exceed a certain percentage of the value of the property (the "FTV", which will be specified in the Offer Letter). If at any time during the term of the Ijarah Facility, the value of the property goes down and the purchase price therefore exceeds the FTV percentage, you may be required to pay a lump sum amount towards the purchase price to ensure that, when those monies are deduced from the outstanding purchase price, the balance of the purchase price does not exceed the FTV percentage. By signing the Offer Letter you agree to make such payments as and when required.

Home Purchase Plan Tariff Sheet

A copy of our Home Purchase Plan Tariff Sheet will be provided to you with our Offer Letter. This document sets out the fees and expenses that you may need to pay in relation to the Ijarah Facility.

Lease

The Bank will be the legal owner of the property until you purchase the property from the Bank. As such, the Bank agrees to rent out the property to you during the agreed term. This document sets out the terms under which the Bank, as your landlord, will rent out the property to you, as the tenant.

The Lease sets out your responsibilities and obligations as a tenant of the property, including:

- Your obligation to pay rent (and the Bank's powers should you fail to pay rent or any other sum due under the Lease);
- A number of legally binding unilateral promises which are separate and forms part of the Ijarah Documents. These mainly relate to your right to purchase the property from the Bank and the Bank's right in case you fail to purchase the property from the Bank; and
- You are responsible for insuring the property in accordance with the Service Agency Agreement.

Note: if you fail to pay Rent, or you breach any of the legally binding promises listed in the Lease, the Bank may terminate the Lease and re-take possession of the property.

Promise to Buy

Under this promise, you undertake to purchase the property before the end of the term in the event that you default on certain terms of the Lease.

If you are unable to purchase the property from the Bank when required, the Bank may terminate the Lease, re-take possession of the property and sell the property. The Bank will deduct the outstanding purchase price from the sale proceeds, as well as other costs and charges set out in Clause 2.3 of the Promise to Buy, before providing the balance to you. You will be required to pay any shortfall to the Bank.

You also agree to compensate the Bank against all Stamp Duty Land Tax, the Bank's legal fees and any other fees, taxes, costs and expenses that the Bank incurs in letting the property to you, charging the property under the Legal Charge (see below) and the enforcement of any of the Ijarah Documents.

Promise to Sell

The Promise to Sell is a legal document, and by signing it the Bank commits to selling the property to you provided (i) you have paid the purchase price in full, (ii) there are no outstanding sums or outstanding breaches under any of the Ijarah Documents and (iii) the conditions set out in Schedule 1 of the Promise to Sell have been met.

Please note that you may be required to pay an Early Administration Fee if you wish to purchase the property before the end of the agreed term. Details of this fee can be found in the Offer Letter.

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Legal Charge

The Legal Charge is security for your obligation to pay the purchase price and rent payments. Under the Legal Charge, you agree to provide a legal mortgage and fixed charge over your interests in the property (including under the Lease and any insurance policy you enter into relating to the property) and a floating charge over the assets you keep in the property (such as furniture).

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YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP WITH PAYMENTS ON YOUR HOME PURCHASE PLAN

Timetable

Whether you have applied directly with the Bank or a third-party broker has made an application on your behalf for the Ijarah Facility, we will provide you with a copy of the Financial Information Statement for this Ijarah Facility.

For more information on the Financial Information Statement, please see the "Initial Application Stage" detailed in this Product Guide.

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