

General Information about loans secured by mortgage

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GARANTI BANK SA, headquartered in Bucharest, Fabrica de Glucoza Street, no. 5, Novo Park 3 Business Center, Building F, 5th-6th floor, 2nd District, with Trade Register number J40 / 4429/2009, unique registration code RO 25394008, registered in the Credit Institutions Registry with no. RB-PJR-40-066 / 2009, registered in Register A.S.F. under no. PJR01INCR/400019/28.03.2019, offers its clients two types of loans secured by mortgage: **Housing Loan (Mortgage)** and **Personal Needs Loan with mortgage**.

| | Personal Needs Loan with mortgage | Housing Loan (Mortgage) |
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| Loan destination | <ul style="list-style-type: none"> ➤ Satisfying the personal needs of the applicant and / or his family; ➤ Refinancing any type of consumer credit, excluding housing/mortgage loans | <ul style="list-style-type: none"> ➤ Real – estate acquisition (land, building, with exception of commercial spaces) ➤ Refinancing of other refinancing loans ➤ To acquire full ownership on an immovable |
| Loan Guarantees | <p>✓ <u>Real estate guarantee:</u></p> <ul style="list-style-type: none"> • Rank I mortgage on one or more property / land owned by the applicant or a third party (real estate guarantor); • Rank II mortgage in the case of immovable already mortgaged in favour of the Bank (collateral for existing loans in the portfolio); • In case of refinancing loans, rank II mortgage is accepted until repayment of the refinanced loan and the cancellation of rank I mortgage in favour of the refinanced Bank. <p>Note! Commercial spaces located in apartments or houses / villas are accepted as mortgage collateral. Commercial spaces with industrial purpose such as warehouses, manufacturing buildings, etc. are not accepted as collateral.</p> <p>✓ <u>Pledge on current accounts of the applicant opened at the bank, which will be registered in RNPM at his expense;</u></p> <p>✓ <u>Pledge on current accounts of the depositor of the collateral cash, if case, if different from the applicant;</u></p> <p>✓ <u>Assignment in Bank's favour of rights arising from property/life insurance policies, registration in RNPM at the expense of the applicant;</u></p> <p>✓ <u>Surety ship - personal guarantee of husband / wife for the borrower and / or other co-debtors that will guarantee the loan with their entire assets, movable and immovable, present and / or future;</u></p> <p>✓ <u>Pledge on a collateral deposit (cash collateral) - it will be registered in RNPM at the expense of the applicant;</u></p> <p>✓ <u>Pledge on receivables (e.g. rental income) which will be registered both in RNPM and Land book Registry at the expense of the applicant</u></p> | |

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| | ✓ <u>Guaranteed by the state (only for Housing Loan (Mortgage))</u> | |
| Load period | <ul style="list-style-type: none"> • Standard → 5 years • Refinancing of contracted loans before 08.07.2020 →maximum 10 years, for refinancing loans with the remaining repayment period less than 10 years. →maximum 30 years, but no more than the remaining repayment period; | 3 years - 30 years |
| | Note! Loan period will not exceed the termination of the individual labour contract for employees which have contracts for a determined period of time. | |
| Interest rate | <u>Variable</u> From the date of granting the loan, for the whole duration of the loan, the interest rate is variable. The interest rate is reviewed periodically, depending on the evolution of the benchmark/reference index, on January 1 st , EIRil 1 st , July 1 st and October 1 st , for the entire duration of the loan. Interest shall be calculated at loan balance stating disbursement date and will be paid until full repayment of the loan. The interest is calculated at loan balance, considering 360 days in an year and 30 days in a month, using the following formula: $\text{Monthly interest} = \frac{(\text{annual interest \%} \times 30 \text{ days})}{360 \text{ days}} \times \text{loan balance.}$ Interest is paid monthly, together with principal amount, within the calculated monthly instalment. Payments are done from the current account of the Borrower opened at the Bank. | |
| Methods of repayment | ✓ Equal instalments (Constant annuities) ✓ Equal principal (Decreasing instalments) | |
| Early Prepayment | The consumer has the right at any time to fulfil, fully or partially, his obligations under a credit agreement prior to its termination. In this case, the consumer is entitled to a reduction in the total cost of the loan, this reduction consisting in the interest and the other costs related to the reimbursed amount for the period between the early repayment date and the planned termination of the loan. In case of partial early repayment, the consumer is entitled to choose between: <ol style="list-style-type: none"> Maintaining the value of the monthly instalment and reducing the initial loan period; Reducing the value of the monthly instalment and maintaining the initial loan period; Reducing the value of the monthly instalment and reducing the initial loan period. | |
| Conditions in obtaining the loan | To benefit from the lending conditions described in this document, until loan utilization, you must meet the following requirements: | |

Signing and maintaining until the end of the loan agreement a **compulsory insurance policy PAD**, registering claims rights related to insurance policies in favour of the bank and notifying insurance companies or presenting their acceptance of this. The cost of this compulsory insurance policy PAD is EUR 20 per year and was included in the EIR calculation;

Signing and maintaining until the end of the loan agreement a **facultative insurance policy**, registering claims rights related to insurance policies in favour of the bank and notifying insurance companies or presenting their acceptance of this. The voluntary insurance policy will be made in loan currency for an amount equal to the appraisal value of the real estate collateral, and will cover at least the following risks: fire, lightning, explosion, falling aircraft and spacecraft, hitting by road vehicles, atmospheric phenomena (storm, hurricane, tornado, including hail), weight of snow, sonic waves, smoke, gas, fumes, earthquake, floods and mudflows, torrential rain, falling, sliding or collapse of land, expenses for the intervention of fire fighters, costs for demolition, evacuation and transportation, redesign expenses;

If the voluntary insurance policy is concluded with the insurer Allianz, the cost of the annual insurance premium is 0.079% applied to the assessed value of the real estate and was included in the EIR calculation;

If the voluntary insurance policy is signed with another insurer, the cost of the insurance premium is not known to the bank and was not included in the EIR calculation;

Inclusion in the **group life assurance of the bank**, or if you are not eligible, signing and maintaining until the end of the loan agreement of a contract of life insurance with an insurance company that works according to the current legislation and surrendering/mortgaging claims relating to insurance policies in favour of the bank and notifying insurance companies or presenting their acceptance of this;

The life insurance policy will be signed in the loan currency and must cover: the risk of death from any cause and total and partial permanent disability from any cause. If you are included in group life insurance policy of the Bank, there is no cost that you have to pay. If you are not included in the group policy of the Bank, the insurance cost is not known by the Bank and was not included in the EIR calculation;

Insurance policies will be entrusted to the Bank in original through any territorial agencies, along with proof of payment of insurance premium / premiums relating to these policies at least 3 days prior to their expiry.

Please note the possible consequences of the cancellation at a later stage of any of the ancillary services relating to the loan:

If, during the loan agreement, you do not respect the obligation of extending / renewal of the real estate insurance policies and do not present the Bank proof of payment of insurance premium / premiums relating to these policies at least 3 days prior to their expiry, the Bank has the right to choose an insurer to undertake on your behalf an insurance policy that guarantees the loan for a period of one year at the most, the costs being borne by you. The bank will undertake the insurance policy / policies only after prior notification regarding the following: the obligation of extension / renewal of the insurance policy / policies, the Bank's right to sign an insurance policy / policies on your behalf and at your expense, the conditions of the insurance policy to be signed.

If, during the loan agreement, you do not respect the obligation of extending / renewal of the life insurance policy (if you have not been included in the group policy of the Bank) and do not present the Bank proof of payment of insurance premiums relating to this policy at least 3 days prior to their expiry, the Bank is entitled to declare the loan due in advance.

Appraisal of the property brought in as collateral will be made by a certified appraiser, according to the regulations of the Government Emergency Ordinance no. 52/2016 on consumer loans offered for real estate and modification of Government Emergency Ordinance no. 50/2010 on consumer loans.

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| | <p>When appraising a property, this will be done under the mandatory assessment standards adopted by the National Association of Certified Appraisers in Romania.</p> <ol style="list-style-type: none"> 1) The consumer has the right to choose whether the evaluation is conducted by an appraiser hired / paid for by the lender or is carried by another appraiser. 2) If the consumer decides that the appraisal is conducted by an appraiser who is not employed / paid for by the creditor, the consumer has the right to choose between an appraiser from a list proposed by the creditor consisting of at least 15 appraiser and any other certified appraiser member of the National Association of Certified Appraisers in Romania. 3) In the case referred to in par. (2) appraisal is done under a contract to provide appraisal services concluded with the consumer. 4) If the creditors require a standard format of the appraisal report, they will communicate to the appraiser chosen by the consumer the standard format, without undue delay. <p>Following the results of the verification of the collateral and of the information from the evaluation report, the Bank may require from the consumer an MLPAT expertise report, containing clarifications about the state of the structure. Such an expertise report is mandatory in the case of older buildings constructed before the year 1960.</p> <p>The cost of such an expertise is borne entirely by the consumer.</p> <p>Opening a current account in loan currency and maintaining it throughout the loan duration. The loan is disbursed in this account and the monthly payments for the loan are made from this account. There are no costs for opening and maintenance of the account.</p> <p>Establishing and maintaining all above collaterals in favour of the bank throughout the loan period.</p> <p>Please note that if these obligations are not fulfilled, lending conditions described in this document (including interest rate) may change.</p> |
| <p>Consequences in case of payment default</p> | <p>Failure to pay the loan instalment, the monthly interest due, of any cost, and late payment, will lead to:</p> <ul style="list-style-type: none"> ➤ Increase in amounts due to the creditor by accumulating penalty interest. <p>Penalty interest is calculated based on a fixed percentage amounting to 3 percentage points plus the current interest rate and is applied to the outstanding principal. In all cases, the penalty interest shall not exceed the outstanding principal.</p> <p>If you or your husband / wife are in one of the following situations: unemployment, major cuts in wages (a reduction of at least 15% of its value) or death, the penalty interest rate will not exceed by more than two percentage points current interest rates. In this case, the lender will submit a written request accompanied by documents attesting to the situation in which he is. This interest will be charged until the termination of the events that generated the decrease in revenue, but no longer than 12 months. In case of death, the period may not be less than 6 months. You have the obligation to notify the lender immediately, but not later than 15 calendar days, regarding the termination of the event that generated the decrease in revenue.</p> <ul style="list-style-type: none"> ➤ Declaration of early maturity and the start of enforcement proceedings. <p>Bank may declare the loan due earlier after a total of 90 consecutive days delay in payment of the outstanding instalments. After a period of 3 months from declaring the loan due earlier, the Bank may initiate foreclosure proceedings. At your express request, your bank may reduce this period.</p> |

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| | <p>Before declaring early maturity or prior to the commencement of foreclosure proceedings, you can ask the Bank to sell the real estate mortgaged yourself. The bank grants this right for a period of at least 6 months and can trigger enforcement proceedings after this period expires.</p> <p>➤ Reporting bad debts to the Credit Bureau - Starting with the 31st day of delay in payment.</p> <p>➤ Reporting bad debts to the Central Bank Risks (CRB) and other similar structures - the Bank will report monthly the existing bad debts recorded at the end of each calendar month, in the month immediately following.</p> <p>These reports will be made in accordance with the legal provisions in force.</p> | |
| Warnings about the risks of taking a loan | <p>By taking a loan with variable interest rates, you expose yourself to the interest rate risk, which can affect your ability to pay. This risk is generated by the increase in the benchmark index as a component of the interest rate stated, which can raise the interest rate and increase the monthly instalment.</p> <p>Your income may vary. Please make sure you can pay the monthly instalments should your income decrease.</p> <p>Also, the total cost of the loan, as shown by the EIR, can change during the loan agreement.</p> | |
| Example | Consumer Loan with mortgage | <ul style="list-style-type: none"> • Housing Loan (Mortgage) with insurance life • Loan amount: 364,000.00 Lei • Load Period: 262 months • Advance payment minimum: 15% • The estimated value of the mortgage collateral: 428,235.00 Lei • Interest rate of the loan: 8.06% per year variable consisting in IRCC 3M + bank margin 2.40% per year • Monthly administration fee: 75 RON • Exchange rate (RON/EUR): 4.95 |
| | Equal instalments | <ul style="list-style-type: none"> • EIR 9.70% per year • Monthly instalment amount: 7,973.09Lei • Total cost of the loan is 88,252.63 Lei and consists of: <ul style="list-style-type: none"> - Loan analysis fee 1,000 Lei - Total interest 79,690.99 Lei - Total loan administration fee 4,275 Lei - Evaluation report cost 714 Lei - Total property insurance premiums 2,371.74 Lei - Additional current account administration fee – 7.5 Lei (EUR equivalent, if applicable) - Registration, renewal, cancellation fees in RNPM 131.40 Lei - Charges for processing payment orders 69,50 Lei |

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| | | <ul style="list-style-type: none"> • Total payable amount: 458,752.63 Lei | <ul style="list-style-type: none"> • Total payable amount: 806,527.22 Lei |
| | Equal principal | <ul style="list-style-type: none"> • EIR 9.73 % per year • Monthly instalment amount: 9,156.15 Lei • Total cost of the loan is 83,414.99 Lei and consists of: <ul style="list-style-type: none"> - Loan analysis fee 1,000.00 Lei - Total interest 78,882.54 Lei - Total loan administration fee 4,275 Lei - Evaluation report cost 714 Lei - Total property insurance premiums 2,371.74 Lei - Additional current account administration fee – 7.5 Lei (EUR equivalent, if applicable) - Registration, renewal, cancellation fees in RNPM 131.40 Lei - Charges for processing payment orders 69.50 Lei • Total payable amount: 453,914.99 Lei | <ul style="list-style-type: none"> • EIR 9.08 % per year • Monthly instalment amount: 3,909.18 Lei • Total cost of the loan is 353,380.40 Lei and consists of: <ul style="list-style-type: none"> - Loan analysis fee 750.00 Lei - Total interest 321,499.97 Lei - Total loan administration fee 19.650 Lei - Evaluation report cost 714 Lei - Total property insurance premiums 10.302.73 Lei - Additional current account administration fee – 7.5 Lei (EUR equivalent, if applicable) - Registration, renewal, cancellation fees in RNPM 394,20 Lei - Charges for processing payment orders 69,50 Lei • Total payable amount: 717,380.40 Lei |
| Assumptions considered in calculating the EIR | <p>This EIR is calculated using the following assumptions:</p> <p>a) the loan agreement remains valid for the period agreed and the creditor and the consumer will full fill their obligations in the terms and conditions agreed in the credit agreement;</p> <p>b) Interest rate and other costs remain fixed in relation to the level set at the time of signing the contract.</p> | | |
| Costs not included in the EIR | <ul style="list-style-type: none"> • One time commission: 100 Lei <p>This is paid for the provision of services to customers such as, but not limited to: issuing a lease notification / registered office real estate brought in guarantee, issuing an agreement for construction / demolition / dismantling / splice / alienation of the property mortgaged in favour of the bank.</p> <p>The following costs are not known by the creditor and therefore not included in the EIR:</p> <ul style="list-style-type: none"> • Life insurance premium, if the consumer is not eligible for inclusion in the group life insurance policy of the creditor; • Property insurance premium, if the consumer chooses to contract an insurance policy for real estate from another insurer than Allianz; • The cost of registration, cancellation, modification of real estate collateral in the land registry. These costs are due to the National Agency / Office for Cadastre and Land Registration at the time of operations; • Notary fees owed for the authentication of the real estate mortgage contracts and of sale contracts. These costs are due upon signing the contracts related to each operation. | | |
| Additional costs | <p>The consumer will bear the costs, if not agreed otherwise, of insurance contracts for goods brought in as warranty, costs related to the authentication / registration of the mortgage contract in the Land Registry, and the notary fee including the respective taxes, and costs of formalities for delisting collateral in accordance with this Contract, established by competent authorities and entities, including public notary's fee for authentication of the Bank agreement for releasing the guarantees.</p> | | |

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| LTV and minimum advance accepted – loans in RON | Acquisition of residential properties: | | | |
| | Exceptions | | | |
| | <ul style="list-style-type: none"> • Romanian citizen with income from abroad: LTV max. 75% • Foreign citizen with income from Romania: LTV max. 75% • Land acquisition LTV max 50% - min down payment 50% • Purchase of commercial space LTV max. 60% - minimum down payment 40% | | | |
| | Currency | Minimum advance payment | LTV maximum | Conditions |
| | RON | 15% | 85% | Customers who do not own and have never owned OR have owned, but no longer own a property |
| | RON | 25% | 75% | Customers who own real estate |
| | EUR | 25% | 75% | Customers who own and have never owned OR have owned, but no longer own a property |
| | EUR | 35% | 65% | Customers who own a property |