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Credit Agreements for Consumers in relation to Residential Immovable Property Law of 2017 (Law 41 (I) / 2017)

General Information regarding the Credit Agreements for Consumers in relation to Residential Immovable Property Law of 2017



# PART 1: Creditor

Bank: Ancoria Bank Ltd Registration No.: HE324539 Address 1: 12, Demostheni Severi Address 2: 1080, Nicosia Address 3: Cyprus E-mail address: info@ancoriabank.com Banker's Name : Telephone no.:

# PART 2 : Main features of the Credit Agreements falling within the scope of the Law

1.Purposes for which the credit facility can be used:

(a) For any legitimate purpose provided that the credit facility is secured by either a mortgage on residential immovable property, or secured by a right related to residential immovable property.

(b) For the acquisition or the retention of property rights in land or in existing or under construction buildings, provided that the person to whom the credit is granted is a consumer.

#### 2.Securities

The Bank may request any of the following types of security depending on the type of credit:

- A' Mortgage on an immovable property or
- · Assignment of your rights on a Sales Agreement or
- Letter of Guarantee issued by a local Bank
- Mortgage Clause in favour of the Bank on the home insurance
- Assignment of your rights to a Life Insurance policy for an amount equal to at least the amount of the credit facility.
- · Lien on a cash deposit
- Personal Guarantees



#### 3. Duration of Agreement

Provided that you do not exceed 65 years of age at the maturity date of the credit facility, the minimum and the maximum duration of the credit agreement is determined per product. You can find a detailed analysis of the duration of all types of credit facilities currently in effect on the Bank's website (www.ancoriabank.com).

4. Interest types available and Benchmarks

The Bank offers the following options in terms of type of interest rates:

A. Floating Interest rate which changes from time to time during the term of the credit agreement The floating interest rate consists of the Base Rate plus margin.

The Base rates available are the following:

> For all credit loans: Bank's Base Rate (BBR) /Euribor /Libor / Stibor .

For current accounts:

oThe European Central Bank Main Refinancing Rate ECB") (ECB)

More information on the Base Rates referred to above, can be found on the Bank's website. With the conclusion of the agreement, the margin of the interest rate on your credit facility remains unchanged throughout the duration of the agreement. Notwithstanding the above, the margin may be increased by written agreement between the parties or reduced by the Bank.

With the floating interest rate option, the monthly installment of your facility will vary whenever the Base Rate is varied.

# B. Fixed Rate which remains fixed for the entire duration of the Agreement

It is important to know that by comparing your agreement with a floating interest rate agreement, you will be better off if market rates rise, but you will be in a worse position if market rates fall.

With the fixed interest rate option the monthly installment of your loan remains fixed for the entire duration of the agreement.

# 5. Available Currencies

Currencies in which the Bank provides credit facilities

≻EUR – Euro



### 6. Foreign Currency

Irrespective of the currency of the credit facility granted to you, a credit agreement in foreign currency means an agreement which:

(a) is expressed in a currency other than the currency in which you receive your income or keep the assets from which the credit is to be repaid, or

(b) is expressed in a currency different to the national currency of the member state of your residence.

You are hereby warned that in case of a foreign currency credit facility you are exposed to exchange rate risk, due to exchange rate fluctuations that you should be able to assess prior to concluding the relevant credit agreement.

#### 7. Representative Example for the calculation of APR

Housing Loan for the purchase of an immovable property with a market value of €170.000 for residential use for a loan amount of €100.000:

Own contribution >40%	Total Interest Rate 2,17%	APR 2,33%*	Loan Duration 25 years
Initial Bank Fees	Monthly Instalment	Total Cost of Credit	Total Payable Amount
€0	€432,23	€31.183,35	€131.183,35

For the purpose of calculating APR, the following are included:

- Borrowing rate: BBR (Bank's Base Rate) 1,87 % + Margin 0,30 % = 2,17 %
- One-off charges:
- (a) Processing fees € 0
- (b) Documentation fees € 0
- (c) Stamp Duties for facility documents €160,50
- (d) Property Valuation Fees € 125,50
- (e) Artemis Search Fees at the Central Information Registry (Artemis) € 17,00
- (f) You will need to pay a fee for the registration of a mortgage which equals 1% of the mortgage

amount plus €10 payable at the Land registry Offices €1.210,00



Regular Charges (not taken into consideration in the APR calculation):

(a) Group Life Policy / Life insurance Policy securing the loan: 3 per thousand on the balance of the loan, annually

- (b) Insurance against fire: €213 annualy
- (c) Maintenance Fees: €0
- (d) Renewal Fees: €0

APR is calculated on the basis of the following assumptions:

- The full amount of the loan is disbursed upon the opening of the loan
- The Loan Agreement will remain in effect for the entire term agreed and
- The debit interest rate remains the same for the entire duration of the loan.

Indications for possible additional costs not included in the total cost of credit:

- · Expenses arising from breach of contractual obligations
- Fees relating to the transfer of immovable property.

#### 8. Repayment Options

Depending on the purpose of the facility, you have the following options with regards to the repayment method:

- Grace period ,where for a specified period, you will only pay the interest accrued on the Loan as per the periodicity of payments (frequency of each instalment) agreed pursuant to the loan Agreement. It is provided that the amount of the capital remains due and must be repaid on the basis of the repayment schedule agreed between us (applicable to housing and student loans)
- In monthly/guarterly/half yearly instalments comprising of capital and interest
- You can, together with your personal banker, plan the repayment schedule

**Warning:** Compliance to the terms and conditions of the agreement is not a guarantee for the settlement of the total amount of credit under the credit agreement.

Indicative Reasons:

- (a) Increase in the debit interest rate, in the case of floating interest rate.
- (b) Exchange rate fluctuations, in case the credit agreement is in a foreign currency
- (c) Increase in charges.
- 9. Early Repayment

You have the right to full or partial early repayment of your loan at any time during the term of the contract, provided you give the Bank written notice of five (5) days.

If you exercise the right to full or partial early repayment, the Bank may request compensation that does not exceed the Bank's financial loss, provided that early repayment occurs within a period of time during which the debit interest rate is fixed

Date of Issue: .....



In case of full prepayment, the amount of compensation depends on various factors, including:

- The amount to be repaid
- The fixed interest rate on the interbank market at the beginning of the fixed interest period
- The fixed interest rate on the interbank market that was in force on the day before the repayment date,
- The interest rate at the time of repayment, etc.

In the event that you proceed with partial repayment of the obligations under the Credit Agreement, the Bank shall be entitled to fair and objective compensation in accordance with Section 25 (3) of the Credit Agreement for Consumers in relation to Residential Immovable Property Law.

In the Appendix you can find the relevant early repayment formula.

In any case of early repayment, whether the interest rate is floating or fixed, the Bank may claim additional administrative costs not exceeding EUR 100.

#### **10. Property Valuation**

It is necessary to carry out a valuation by an independent valuer appointed by the Bank on behalf of the Bank for both the property to be purchased and any other property that will be mortgaged in favour of the Bank as collateral. The cost of the valuation is borne by the consumer.

#### 11. Ancillary services

Required additional services to grant credit depending on the type of credit are:

- > Life insurance securing the credit facility.
- Insurance against fire for both the property to be purchased and any other property that will be mortgaged in favour of the Bank as collateral.

Ancillary services may be purchased from a supplier other than the creditor, provided that the level of guarantee for that policy is the same as that proposed by the creditor.



# 12. Warnings

# POTENTIAL CONCEQUENCES OF NON-COMPLIANCE WITH THE OBLIGATIONS UNDER THE CREDIT AGREEMENT

(a) The Bank has the right to terminate the credit facility agreement and demand immediate payment of all amount due including capital, interest, default interest, commission, fees charges and any other expenses,

(b) Legal or other proceedings may be initiated against you and your guarantors/security providers for debt repayment, in addition to legal and other costs until full and final settlement,

(c) The Bank may exercise its right to set-off and/or lien

(d) The Bank may impose default interest 2% in excess of the applicable debit interest rate

(e) The Bank may charge in any of your accounts the costs of sending the informative letters to you/your guarantors/ security providers for any installments due/excesses

- (f) It may make credit granting difficult due to your possible entry in the Artemis Registry
- (g) The Bank may proceed with sale and/or seizure of the mortgaged property

# <u>The present document is not binding, is informative and can be modified</u> <u>at any time and without any notice</u>