



GARANTIA YA SL, with Tax ID (CIF) B10521540, with address at Claudio Coello St 46, 2º Izq. Madrid (28001), and registered in the Company registry of Madrid on page M-253.653, Volume 15.167, hereinafter GARANTIA YA, represented by Mrs. Marcia Ambrosini with NIE Y9550182K, acting as Sole Administrator,

HEREBY DECLARES

I.- That, after analyzing the financial and economic status of **Don UMAR DARAZ SARDAR, with passport EL5978142, y Doña AYSHA BIBI SARDAR, with passport 556174539 (the Tenant(s))**, GARANTIA YA has decided to grant the following guarantee in favor of **Don FERNANDO HINOJOSA POCH, with NIF 05328397X (the Landlord)**, for the amount of **5950€**. The application has generated the following findings in GARANTIA YA's Database **GYE19854MB** (File Number)

II.- That **Don FERNANDO HINOJOSA POCH, with NIF 05328397X** hereby, and after paying **2856€**, and the results from the suitability/feasibility study, accepts the guarantee set forth in this Annex for the rent of the following property (the Lease Agreement), under the terms and conditions set forth herein:

- Tenant/s: **Don UMAR DARAZ SARDAR, with passport EL5978142, y Doña AYSHA BIBI SARDAR, with passport 556174539**
- Guarantors:
- Address: **Street Parma núm. 13, duplicado C, 28043 Madrid**
- Home/Business: **HOME**
- Register/Cadastral Reference: **4986622VK4748F0001XK**
- Monthly and Annual Rent: **5950€ /71400€**
- Lease Agreement Date: **13/06/2025**
- Start date GarantíaYa: **13/06/2025**

The guarantee granted is subject to acceptance and compliance with the following conditions, which constitute an essential condition for GARANTIA YA,



FIRST: PURPOSE OF THE LEASE AGREEMENT

Through signature and acceptance of these conditions and payment of 2856€, GARANTIA YA grants a guarantee in favor of **Don FERNANDO HINOJOSA POCH, with NIF 05328397X**, under the terms of sections 1822 and 1254 and subsequent of the Civil Code, on the obligations detailed below and which have been assumed by **Don UMAR DARAZ SARDAR, with passport EL5978142, y Doña AYSHA BIBI SARDAR, with passport 556174539**, (the Tenant) in connection with the Lease Agreement of **13/06/2025** (date) of which this guarantee is made a part as Annex thereto (hereinafter, the Guarantee).

Hence, through the Guarantee, and subject to compliance of the terms and conditions contained herein and pursuant to its content and commitments, GARANTIA YA, GUARANTEES the Landlord that, in case of breach or default by the Tenant in payment of the monetary obligations derived from the Lease Agreement covered by this Guarantee Contract, **GARANTIA YA shall pay in favor of the Landlord**, based on a very personal nature, exclusively the amounts corresponding to the following amounts and items:

- a) **Payment of the monthly rent pursuant to the Lease Agreement;**
- b) **Monthly payment of the standard Monthly Community of Owners Fee (only for Cataluña)**
- c) **Expenditure on supplies that can be individualized**, such as electricity, water and/or gas, provided that the supply contract is under the Landlord's name and notice of default is timely sent within the claim filing.
- d) **Expenses for judiciary and/or extra-judiciary claims and legal defense derived from breach of the monetary obligations guaranteed in the Lease Contract, including Power of Attorney and locksmith expenses in order to access the house in case of eviction.**
- e) **Unlimited legal consultancy** in connection with the Lease Agreement, by telephone or email, with query resolution within 24 hours.
- f) **Provision for the repair of damages** caused by the Tenant in the property as a consequence of **intentional vandalization for the amount of up to THREE THOUSAND FIVE HUNDRED EUROS (3,500.-€)**. The existence of a photographic annex of the property and furniture attached to the lease signed by the Tenants, and a subsequent photographic report on their condition, shall be an essential requirement for this purpose.
- g) **Full legal defense. In case of default in payment, until the property is recovered.** Likewise, legal defense shall also be guaranteed once the Tenant leaves the property, either on their own will, lease termination, eviction, delivery of keys, agreement or for whatever reason, for the following 90 days (3 months) in case third parties occupy the property.

The following is expressly excluded from this Guarantee:

- i) Payment of any penalties, remuneration, compensation, interest, fines or loss profit, which



may have been set forth in the Lease Agreement.

- ii) Payment of amounts, for any reason (rent, supplies, damages, compensation) when the individuals

residing or occupying the property covered by the Lease Agreement are not those listed as Tenants in said agreement and over whom GARANTIA YA conducted the suitability/feasibility study, due to occupation, assignment, transfer or sublease. Consequently, the guarantee purpose of this contract shall only cover Tenants whose details are detailed in the annex, provided that they are effectively occupying and enjoying the property covered by the Lease Agreement. Damages or deterioration caused by non-Tenants shall not be covered, nor will those not resulting from an intentional action, which are due to typical wear and tear of the property, such as dirt, scratches, paint, scuffs or similar, and/or those caused by the passage of time, useful life, and depreciation of the furniture. This guarantee does not protect against theft and/or robbery. Payment of rent or supplies, or any other object of this guarantee, shall not be covered if non-payment that causes possible triggering of the guarantee has been the result of an agreement between the Landlord and the Tenant, which has not been authorized by GARANTIA YA.

The same shall apply to changes in the Lease Contract (implying, among others, change of rent or exclusion of any of the Tenants and/or guarantors included in the suitability/feasibility study) made without consent or express acceptance by GARANTIA YA **-such unilateral amendment shall terminate the Guarantee-**.

If the Landlord wants amendments to the Lease Agreement to be covered by this Guarantee, thus preventing its unenforceability to unilateral amendments (without the express consent by GARANTIA YA) to the Lease Agreement, they shall give prior notice to GARANTIA YA in a reliable way, and they shall attach the new version of the Lease Agreement. GARANTIA YA shall be entitled to: a) accept such amendment and renew their agreement with the Landlord, who shall bear the higher cost caused by such amendment, or b) reject such amendment, by keeping only the scope of their bond over their original guarantee.

- iv) The guarantee shall not apply when default is legitimate due to a disposition of a legal authority, when the property is uninhabitable due to force majeure or natural catastrophes, or during the term in which competent bodies suspend or freeze legal proceedings, which have already been started and/or evictions.
- v) Such payments shall not be covered, either, if the Landlord does not collaborate with GARANTIA YA in the claim/processing of the default. Lack of collaboration shall be considered



if the necessary documents requested by GARANTIA YA to process the default are not provided, or if the Landlord does not provide the required Power of Attorney for Litigation in favor of the legal counsel appointed by GARANTIA YA.

- vi) The taxes levied on the property, whether local, regional and/or national; service fees; contributions of any nature; expenses and/or prices of the services (whether Natural Gas, Electricity, Running Water, Telephone, Internet connection, etc.) existing at the time of execution of this contract; or obligations arising during the course of this contract and/or resulting after its expiration.
- vii) This guarantee shall not apply to properties not meeting the habitability requirements or not having the permits and/or licenses necessary for their consideration as such. It shall not apply, either, if default is derived from fire, flood or force majeure making it uninhabitable, and it shall not apply to properties designed for tourism use.

SECOND.- SECURITY DEPOSIT

Don UMAR DARAZ SARDAR, with passport EL5978142, y Doña AYSHA BIBI SARDAR, with passport 556174539 (The Tenant/ies) hereby delivers to GARANTÍA YA the amount of **5950€** as a security deposit for this contract and agrees to GARANTÍAYA S.L. acting as depositary. This sum of money will not accrue any interest and will be returned to the LESSEE 30 business days after the expiration of this security contract, provided that the LESSEE has not defaulted on the payment of any of the monthly rent, nor has there been any delay in the payment by the LESSEE during the entire term of the lease contract guaranteed by GARANTÍA YA and after verifying that no sum is owed to the LESSOR. In the event of renewal of this guarantee contract by the LANDLORD, the money given to GARANTÍA YA as a security deposit for this contract will not be returned and will be transferred to the new guarantee contract, which must include the difference missing to complete the value of the security deposit when the rental value has increased.

THIRD.- LANDLORD'S OBLIGATIONS

Notice of delay and default

In order to be a beneficiary of this guarantee, the Landlord shall comply with each and every one of the following obligations

- a) Reliable notice of the delay in payment (period between the 6th and 16th of the month), by opening an incident via notice to impagos@garantiaya.es describing the amount in default,



the incidence number and its relationship with the guaranteed obligation of the Lease Agreement and detailing the current account in which the guarantee shall be paid in case of acceptance of the claim.

Upon receipt of the default notice, GARANTIA YA agrees to pay and make available to the Landlord the amounts related to the default reported in a timely manner, provided that they are inherent to the GUARANTEE, within the required periods and under the terms of the guarantee, within a period of FIVE (5) business days counted from the reliable notice of default or breach by the Tenant. In case of untimely notice of default, GARANTIA YA shall only pay the current unpaid monthly payment, but not the accrued unpaid monthly payments, which have not been reported up to the date of notice to GARANTIA YA.

Obligation of subrogation in the position of creditor of GARANTIA YA against the Tenant(s) and Guarantor(s) and granting of General Power of Attorney for Litigation

As an essential and inherent requirement of this Guarantee, the Landlord expressly agrees that, for every payment made by GARANTIA YA, they shall automatically surrogate to the Landlord's rights before the Tenant and their grantors, and GARANTIA YA shall become a creditor and shall act as they deem fit against the Tenant and their guarantors under the terms, rights and obligations of the Landlord, both during the verbal proceedings to claim amounts and during the executive phase derived therefrom.

It is also an essential and inherent requirement of this Guarantee that the Landlord, upon the first failure to pay the monthly Rent by the Tenant, grants a General Power of Attorney for Litigation in favor of GARANTIA YA and the legal counsel appointed by them (within the maximum term of 15 calendar days from the request), under penalty of the full guarantee being extinguished, fully releasing GARANTIA YA from any obligations derived from the Guarantee.

If a lawsuit is filed and the Landlord does not grant the power of attorney within the established term and pursuant to the conditions and, as a consequence, the legal proceedings are filed, the Landlord shall bear the cost of the attorneys hired by GARANTIA YA to file the claim.

The aforementioned power of attorney granted by the Landlord shall be in favor of the legal counsel appointed by GARANTIA YA exclusively to initiate the corresponding judicial or extra-



judicial actions connected to the object of this Guarantee and its Lease Agreement, and the Landlord shall not appoint any another solicitor or attorney of their own choice. The aforementioned power of attorney shall be general for lawsuits, with special power to exercise the action of rent claim and eviction, as well as special power to file a lawsuit in the execution phase, by virtue of the judicial title derived from the verbal procedure, and recover the amounts deposited and/or seized in court as principal for rent or costs. It shall also be authorized to claim the delivery and receive the leased property and its keys, issuing receipts for such purpose; to verify and/or inspect their state of occupation and physical condition; and always proceed to its subsequent delivery to the Landlord. Due to the fact that these representation expenses shall be borne by GARANTIA YA, the costs derived from the legal proceedings shall also be borne and collected by GARANTIA YA, and the Tenant shall be obliged to facilitate the appropriate procedures if collaboration is necessary. If the filed lawsuit is dismissed as inadmissible as a result of the erroneous notice of default or in bad faith by the Landlord because the tenant is in good standing with payments, the costs of the procedure shall be borne by the Landlord. Likewise, if a lawsuit has been filed after notice of default, if the Landlord unilaterally decides to withdraw the lawsuit filed, they shall pay the fees of the legal counsel appointed by GARANTIA YA to take legal action. On the other hand, the Landlord shall communicate any payment received from the tenant since filing the default claim or filing the lawsuit, and they shall return to GARANTIA YA the monthly payments that had been paid by both GARANTIA YA and by the tenant. If GARANTIA YA is required to file a lawsuit immediately against the Tenant, and if any processing of the claim and/or action is suspended and/or subject to prior compliance with notices, requirements, requests, charges and/or any previous action by the Landlord under current regulations, the payments derived from GARANTIA YA in favor of the Landlord shall be suspended until the Landlord complies with these requirements. Once in good standing, the Landlord shall inform GARANTIA YA in a reliable and written manner immediately, at which time the guaranteed payments shall be resumed without retroactivity once the pending obligation is considered remedied.

FOURTH.- TERM

This Guarantee shall be in effect for a period of **(12)** consecutive months, from signing and payment thereof, if the contract is long-term or for the months contracted based on the term if the contract is temporary, counted as of signing and payment of this Guarantee if the lease had already been signed, or from the first month when the lease agreement becomes effective, even if payment had been previously made.



The term of the Guarantee may be renewed on an annual basis, which shall be done automatically, unless the Landlord does not provide written notice by email to baja@garantiaya.es 60 days before the end of the initial term or any of its extensions and is in good standing with the entire amount covered by the Guarantee.

The Tenant agrees to pay the cost corresponding to the renewals of this guarantee contract for the following years of the lease contract.

On the other hand, the company GARANTIA YA agrees to guarantee the Landlord until the latter, by himself or through a third party (including GARANTIA YA) takes possession of the leased property, provided that the inhabitants of the property are those listed in the lease agreement. In such cases, the guarantee shall be automatically extinguished without the need for prior notice. Regardless of the foregoing, in case of early termination, and for the remaining term of the Guarantee, there shall be a credit right in favor of the THE TENANT equal to the proportional part paid by the THE TENANT TO GARANTIA YA. Such credit right shall remain on deposit in favor of the THE TENANT for the next Guarantee Contract executed with GARANTIA YA. The GUARANTEE granted by GARANTIA YA expires if the main contract is declared extinct or if it is declared null and void or if there is simulation and/or fraud in the execution of the main Lease Agreement.

FIFTH- TENANT'S REGISTRATION IN THE ASNEF FILE.

By virtue of Regulation 2016/679 of the European Parliament and the Council, and its enforcement through Organic Law 03/2018 (LOPDGDD), we hereby inform that the tenant's personal data, as well as that of the joint guarantors, shall be entered into a registry of activities, property of ASNEF, establishing a transfer of data by the tenant, protected by section 20 of the LOPDGDD, by virtue of the lease agreement signed, due to default in rent or other payment.

DUTY TO INFORM THE AFFECTED PARTY ABOUT THE DATA PROCESSING. ADDITIONAL INFORMATION. GDPR (EU) 2016/679 OF APRIL 27, AND LOPD 3/2018 OF DECEMBER 5. In compliance with the provisions of sections 13 and 14 of the GDPR (EU) 2016/679 of April 27, and in section 11 of the LOPD 3/2018 of December 5, we hereby make available to the interested party the additional information regarding processing of their personal data. The processing activity is a RENTAL GUARANTEE CONTRACT BY GARANTIA YA, located at C/ Claudio Coello 46, 2° Izq. Zip Code: 28001, Madrid. The processing controller is: GARANTIA YA S.L., with Tax ID (NIF): B10521540 with address at C/ Claudio Coello 46, 2° Izq. Zip Code: 28001,



Madrid. The processing purpose is: Management and development of the "Lease Guarantee Contract" between the interested parties, to ensure lease payment, according to the conditions therein; to send administrative communications through WhatsApp, SMS, email and postal mail. The type of data of the relevant party is as follows: Name and surname; tax ID /National Identity Number (DNI)/Foreigners' Identity Number (NIE); phone numbers; address; email; date of birth; business name; name and surname of the legal representative in case of legal entity; property location data; IBAN bank account data; the period for deleting said data is 5 years from the end of the responsibilities derived from the guarantee contract. Profiles or automated decisions are not expected. As regards the legal grounds for processing, it constitutes contract performance. As regards the recipients, the Controller may assign the personal data provided to recipients and providers of services provided, as long as it is limited to the purpose supporting it, and that the assignments are set forth in the applicable legislation. The categories of

recipients to whom the Controller may assign the personal data of the interested party are: Attorneys;

Public administrations in the cases set forth by law and for the purposes defined therein; Tax Administration;

Processing agents related to the controller's purpose; Insurance Entities; Bank Entities; Financial Entities; Information, credit, and solvency files; Courts; Notaries; Experts; Service providers related to the controller's purpose; attorneys. The list of processing controllers and/or service providers with access to data without authorization to processing can be found at:

www.garantiaya.es/politica-de-privacidad or at C/ Claudio Coello 46, 2º Izq. Zip Code: 28001, Madrid. On the other hand, for international transfers, no international transfer of personal data shall be made.

Regarding the rights held by the interested party in connection with their data, they may exercise the rights of access, rectification, deletion, limitation of its processing, opposition, revocation, portability of their data, the right to withdraw the consent given, exercising their rights by contacting GARANTIA YA S.L. as controller: notificaciones@garantiaya.es or C/ Claudio Coello 46, 2º Izq. Zip Code: 28001, Madrid. Likewise, the interested party has the right to file a complaint before the Supervisory Authority in matters of data protection, the Spanish Agency for Data Protection (AEPD). The interested party may access this updated information



on data protection at any time at www.garantiaya.es/politica-de-privacidad or at C/ Claudio Coello 46, 2º Izq. Zip Code: 28001, Madrid.

SIXTH.- FORUM AND JURISDICTION

This Guarantee is governed by common Spanish law. The Parties, expressly waiving any other jurisdiction that may apply to them, agree to submit any litigation resulting from the execution or interpretation of the Contract to the courts and tribunals of the city of Madrid, expressly waiving their own jurisdiction, if any other is applicable to them.

In **Madrid** on the **13** day of the month of **junio, 2025**

FERNANDO HINOJOSA POCH

Don **FERNANDO HINOJOSA POCH**

UMAR DARAZ SARDAR

Don **UMAR DARAZ SARDAR**

AYSHA BIBI SARDAR

Doña **AYSHA BIBI SARDAR**

GARANTIAYA

Payment Guarantee, selected payment method:

To select the desired payment method, select it with a check mark ✓



☐ Transfer

☐ Online payment (Credit or debit card)

The invoice will be sent to your email once the payment method is selected.