

## **APPLICATION FORM FOR PURCHASE OF PROPERTY**

Date:
To: CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED Arch. Makariou III Avenue, No. 50, 1065 Nicosia, Cyprus
OFFER FOR PURCHASE OF PROPERTY
OFFEROR DETAILS
NAME / COMPANY NAME:
ADDRESS:
IDENTITY NUMBER/ COMPANY REGISTRATION:
PHONE:
FAX:
E-MAIL ADDRESS:
EMPLOYEE OF THE BANK: YES NO
RELATIONSHIP WITH AN EMPLOYEE OF THE
BANK OR BOARD MEMBER: YES NO
IF YES, PLEASE INDICATE DEGREE OF RELATIONSHIP:
NAME OF EMPLOYEE / BOARD MEMBER:
BRANCH WHERE HE/SHE WORKS:
PURCHASE OFFER
PROPERTY DETAILS:
DISTRICT: MUNICIPALITY:
SHEET/PLAN: PARISH: PLOT: PLOT:
OFFER AMOUNT – EURO
€
Amount in writing:



## **TERMS AND CONDITIONS**

- 1. THE CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED and/or any of its subsidiaries (the "Bank") are not bound to accept the highest or any offer.
- 2. In order for the Offer for the purchase of the specific property described above (the "Property") to be successfully submitted and taken into consideration by the Bank, this document must be duly completed and all its pages must be signed (the "Form").
- 3. In the event that the offeror is a legal entity, the Form must be signed by the entity's legal/authorised representative(s) and stamped with the official seal of the entity. The offeror must submit the entity's incorporation documents, as well as the documents authorising the entity's representative(s), together with this document.
- 4. For the validity of the Offer, the Appendix "COMMITMENT OF NON-WITHDRAWAL OF THE OFFER" (the "Appendix") must also be submitted.
- 5. The Offer is valid for a period of one (1) month from the submission of the Form.
- 6. The information/data contained in the announcement and/or promotional material of the Bank as well as any information/data that may be given during contacts with the Bank, are given with every reservation as to their correctness and therefore the offeror must carry out the necessary checks and confirmations with its own actions for the preparation of the Offer. The Bank urges the offeror to visit and inspect the Property and to take the necessary actions (e.g. obtaining advice from an expert) in order to be satisfied as to its natural and legal characteristics and the formulation of their Offer.
- 7. Offers may be submitted to the following address:

OFFER TO PURCHASE THE PROPERTY WITH REGISTRATION NUMBER	
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ATTENTION: Mr. George Oikonomou CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED Arch. Makariou III Ave., No. 50, 1065 Nicosia, Cyprus

Or to the email address: <a href="mailto:realestate@cdb.com.cy">realestate@cdb.com.cy</a>

8. In the event that this Form is submitted in relation to a property marked "IN TENDER", the completed document (Form) must be delivered in a sealed envelope to the following Bank address no later than 12:00 p.m. - the date specified in the description of the asset on the website <a href="www.cdb.com.cy/private-sales">www.cdb.com.cy/private-sales</a>.

Cyprus Development Bank P.C. Ltd Offer Box Archbishop Makariou III Avenue, 50 1065, Nicosia, Cyprus.

Details to be included on the envelope:
Proposal to purchase the Property with Registration no.:
EXPIRATION DATE:



During the competition, the Bank reserves the right not to review Offers if they are delivered to an address other than the above-mentioned address or by any other method of correspondence other than that described above. Such Offers may be deemed not to have been submitted.

- 9. The Bank reserves the right to consider, accept or reject any Offer received at the above address regardless of the amount of the purchase or the date or time of its submission. Additionally, regardless of whether the tender procedures for any Property has ended, the Bank reserves the right to proceed with the sale of the Property to any person at any time.
- 10. The Bank reserves the right not to accept a submitted Offer and/or not to give any reason or explanation for not accepting any Offer. In this case, there will be no contract and/or agreement.
- 11. In the case where the Bank decides to accept a submitted Offer and notifies the offeror of its acceptance in writing, then the said offeror must pay the Bank a deposit of an amount corresponding to 10% of the offered purchase price of the Property (the "Deposit"), within two (2) working days from the date of notification of acceptance of the Offer by the Bank. The remaining amount will be paid at a later stage, according to the Sale and Purchase Agreement between the parties. It is provided that, in case the said offeror is unable or fails to complete the transfer of the Property, then the Deposit not be returned to the offeror.
- 12. Acceptance of an Offer by the Bank will not bind the Bank to proceed with the sale of the Property prior to signing a Sale and Purchase Agreement with the Bank. Until such agreement is signed, and if the Bank considers that the transaction is no longer advantageous, the Bank may not proceed with the sale. In such a case, the Bank will not incur any costs and will not have any liability whatsoever for damages or otherwise. Regardless of the above, it is provided that the Bank will return the Deposit to the offeror.
- 13. In case of sale of the Property, the sale will be completed with the signing of the Sale and Purchase Agreement with the Bank. The terms of the Sale and Purchase Agreement will include, among others, the following:
  - (a) the time and way of payment of the purchase price,
  - (b) that until full payment of the purchase price by the purchaser, the Bank will have ownership and possession of the Property.
  - (c) that the purchaser has visited and inspected the Property and found it to his/her/its full satisfaction in terms of its natural and legal characteristics, and the purchaser agrees to purchase the Property, as it is at the time of purchase, regardless of its description on the title deed (if it exists).
- 13.1. In case of representation by a Real Estate Agent, the following must be provided:
  - (a) Name and Registration Number of Real Estate Agent
  - (b) Real Estate Agent License
  - (c) Details of purchaser / interested party represented by the Real Estate Agent
  - (d) Written statement of the purchaser / interested party to be represented by a Real Estate Agent
- 13.2. In the case where the Bank decides to accept the Real Estate Agent's Offer and proceeds with an agreement with the purchaser for the purchase of the Property and a Sale And Purchase agreement is signed which will include the aforementioned minimum conditions, the Bank undertakes to pay, after the completion of the Sale and Purchase Agreement and the full payment to the Bank of the purchase



price, the registered estate agent agreed commission as stated below, which will be calculated based on the value of the Property:

- up to €500.000 4% + VAT
- from €500.001 to €1.000.000 3.5% + VAT
- from €1.000.001 to €2.000.000 3.0% +VAT
- over €2.000.000 2.5% +VAT

□ Other.....

The commission of the Real Estate Agent and the proposed terms will be taken into account during the evaluation of the Offer.

The payment of the agreed commission to the Real Estate Agent will be made only after the Bank receives full payment of the purchase price of the Property from the Purchaser.

The Offer from the Real Estate Agent should include written acknowledgment and acceptance of the aforementioned condition. Otherwise, any such Offer will be considered unacceptable by the Bank.

The Bank under no circumstances accepts or undertakes any responsibility or obligation to pay any commission, fee or expenses to any Real Estate Agent for the sale of any property unless and provided that the Real Estate Agent follows the aforementioned procedure required by the Bank and fulfils all aforementioned obligations and conditions of the Bank.

- 14. Any transfer and land registry fees, as well as the costs of stamp duty, are borne by the purchaser.
- 15. Any omission and/or incorrect completion of the information in this Form may invalidate the Offer.
- 16. In case the sale of the Property is subject to VAT, it will be borne by the Purchaser.

<u>DECLARATION</u>		
	<u>=</u>	Offeror") hereby declare that the aforementioned anally accept the terms of this Form.
(Signature)	(Date)	
Attached:		
☐ Copy of Identity Card / Passp	oort	
□ Real Estate Agent License		
□ Company Incorporation Doc	uments	
□ Letter from Real Estate Agen	t	
□ Signature Authorization for I	egal Entity	
□ Purchaser's Declaration for r	epresentation by a	Real Estate Agent



## <u>APPENDIX</u>

## **COMMITMENT OF NON- WITHDRAWAL OF THE OFFER**

1.		for the Property with Registration Numberkwhich is valid for a period of one (1) month			
	from the date of the Form, and during	g which period, I agree that I cannot withdraw it.			
2. I agree that if:					
	(a) The Offer, or part thereof, is without	drawn, during the validity period of the offers,			
	or				
	PUBLIC COMPANY LIMITED during proceed with the payment of the i. I have refused or failed to p	acceptance of my Offer by the CYPRUS DEVELOPMENT BANK the validity period of the Offer, and having been notified to purchase price and/or transfer of the Property: rovide on time any amount for the purchase of the Property,			
	or ii. I have refused or failed to a	ttend the pre-agreed date for the transfer of the Property,			
		he Property and the CYPRUS DEVELOPMENT BANK PUBLIC republish the sale of the Property and/or proceed with its			
Sign	nature of Offeror or their Representative				
	natory Name				
 No.	Identity Card/Passport/Registration				
Capa	pacity of Signatory	□ NATURAL PERSON □ COMPANY □ OTHER			
	cument Date (as the date of the Offer).				
Note	e: In the case of a joint venture of natur	al and/or legal persons, state the details of the joint venture			

and the details of each member of the joint venture.