

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: REGISTRATION NO: MUNICIPALITY:

SHEET/PLAN: PARISH: 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 A") 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.....

ATTENTION: Mr. George Oikonomou
CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED
Arch. Makariou III Ave., No. 50, 1065 Nicosia, Cyprus

Or to the email address: realestate@cdb.com.cy

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 www.cdb.com.cy/private-sales.

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 registered Real Estate Agent or an introducer (the "Agent"), the following must be provided:

- (a) Name and I.D. No (for natural persons), or Registration Number (for legal entities) of the Agent
- (b) Real Estate Agent License (if available)
- (c) Details of purchaser / interested party represented by the Agent
- (d) Written statement of the purchaser / interested party to be represented by the Agent (Appendix B)

13.2. In the case where the Bank decides to accept the 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 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

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

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

The Bank under no circumstances accepts or undertakes any responsibility or obligation to pay any commission, fee or expenses to any Agent for the sale of any property unless and provided that the 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.

DECLARATION

I, (the “Offeror”) hereby declare that the aforementioned information is true, and that I fully and unconditionally accept the terms of this Form.

.....
(Signature)

.....
(Date)**Attached:**

- | | |
|---|---|
| ☐ Copy of Identity Card / Passport | ☐ Signature Authorization for Legal Entity |
| ☐ Registered Real Estate Agent License | ☐ Letter from Agent (Appendix C) |
| ☐ Company Incorporation Documents | ☐ Purchaser's Declaration for representation by an |
| ☐ Other..... | Agent (Appendix B) |

APPENDIX A

COMMITMENT OF NON- WITHDRAWAL OF THE OFFER

1. I refer to the Offer I have submitted for the Property with Registration Number, Sheet / Plan, and Block.....which is valid for a period of one (1) month from the date of the Form, and during which period, I agree that I cannot withdraw it.
2. I agree that if:
 - (a) The Offer, or part thereof, is withdrawn, during the validity period of the offers,
 - or
 - (b) After having been notified of the acceptance of my Offer by the CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED during the validity period of the Offer, and having been notified to proceed with the payment of the purchase price and/or transfer of the Property:
 - i. I have refused or failed to provide on time any amount for the purchase of the Property,
 - or
 - ii. I have refused or failed to attend the pre-agreed date for the transfer of the Property,

I will be excluded from the sale of the Property and the CYPRUS DEVELOPMENT BANK PUBLIC COMPANY LIMITED will be able to republish the sale of the Property and/or proceed with its sale to another interested party.

.....

Signature of Offeror or their Representative

.....

Signatory Name

.....

No. Identity Card/Passport/Registration

Capacity of Signatory

- ☐ NATURAL PERSON
☐ COMPANY
☐ OTHER

Document Date (as the date of the Offer).

Note: In the case of a joint venture of natural and/or legal persons, state the details of the joint venture and the details of each member of the joint venture.

APPENDIX B

WRITTEN STATEMENT OF THE OFFEROR TO BE REPRESENTED BY AN AGENT

(to be filled in where applicable)

I/We..... (I.D/Reg.no) hereby authorise
..... (Reg. no, L.N) to act on my/our behalf in relation to any acts
and/or negotiations and/or actions required for the purchase of the abovementioned Property.

The present authorisation shall be valid solely for the abovementioned Property and for a period of 90 days from the date of the present authorisation or, if an agreement for the purchase of the Property by myself / ourselves is entered into within the said period of 90 days, until conclusion of the purchase, unless (in either case) you previously receive written notice by me / us of the revocation of the present authorisation.

The Offeror(s)

Name

Seal (where applicable)

Signature (s)

..... [names / ID Nos. of representatives where the Offeror
is a legal entity]

Date:/...../.....

APPENDIX C

DECLARATION BY THE AGENT

(to be filled in where applicable)

I/We shall be entitled to a commission, as this will be accepted and approved by the Bank, only after the Bank receives full payment of the purchase price of the Property from the Purchaser and provided that all necessary procedures and terms of the present Application Form for the Purchase of Property have been duly followed and adhered to, and provided that I/we have complied at all times with all relevant regulations and legislation. Furthermore I/we shall only be entitled to a commission as mentioned above provided that the Offeror/purchaser was introduced to the Bank by myself/ourselves.

Signature:

Name:

Date: