**TENDER FORM OFFER FOR THE PURCHASE OF MORTGAGED PROPERTY THROUGH DIRECT SALE**

| | |
|---|---|
| **Webpage Reference Number** | PR41956 |
| **Reserve Price *** | € 270,000 Maybe subject to VAT |
| **Submission of offers for this property only to this email address** | propertytender@cy.altamiraam.com or by placing the offer in the offer box located at doValue Cyprus's Head Offices |

* Tenders submitted for an Amount below the Reserve Price shall be rejected.

The Tenderer is **solely responsible** for ascertaining and/or verifying whether the sale of the Property is subject to **VAT** as well as the exact amount payable.

Date___ / ___ / ___

To
doValue Cyprus Limited,
1 Megalou Alexandrou, 2235 Latsia
Nicosia, Cyprus

**OFFER FOR THE PURCHASE OF PROPERTY: DIRECT SALE PROCESS**

| TENDERER'S INFORMATION | |
|---|---|
| **FULL NAME / COMPANY NAME** | |
| **ADDRESS / REGISTERED OFFICE** | |
| **ID NUMBER / PASSPORT NUMBER / COMPANY REGISTRATION NUMBER** | |
| **TAX IDENTIFICATION CODE** | |
| **EMPLOYEE OF DOVALUE CYPRUS** | **YES** ☐ **NO** ☐ |
| **RELATIVE OF EMPLOYEE / MEMBER OF THE BOARD OF DIRECTORS OF DOVALUE CYPRUS / RELATED PARTY OF SEDIPES/KEDIPES** | **YES** ☐ **NO** ☐<br>**IF YES, STATE DEGREE OF RELATIONSHIP AND/OR ANY OTHER INFORMATION:**<br>**FULL NAME:** |

| CONTACT DETAILS | |
|---|---|
| **TENDERER'S TELEPHONE NUMBER** | |
| **AGENT'S TELEPHONE NUMBER (IF APPLICABLE)** | |
| **EMAIL ADDRESS** | |
| **FOR THE ATTENTION OF** | |

| MORTGAGED PROPERTY DETAILS | |
|---|---|
| **REGISTRATION NUMBER** | **13/942** |
| **SHEET / PLAN** | **21/390504** |
| **PLOT NUMBER** | **810** |
| **WEBSITE REFERENCE NUMBER** | **PR41956** |
| **UNIT NUMBER** | |
| **Reserve Price *** | € 270,000 Maybe subject to VAT |
| **Submit offers for this property only to this email address** | propertytender@cy.altamiraam.com or by placing the offer in the offer box located at doValue Cyprus's Head Offices |

* Tenders submitted for an Amount below the Reserve Price shall be rejected.

The Tenderer is **solely responsible** for ascertaining and/or verifying whether the sale of the Property is subject to **VAT** as well as the exact amount payable.

| TENDER OFFER | |
|---|---|
| **Tender Amount (€) excluding VAT, as applicable** | |
| **Amount in words** | **Euro** |

| TENDERER'S NOTES |
|---|
| |

**TABLE OF CONTENTS**


GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF THE TENDER FORM FOR THE PURCHASE OF A MORTGAGED PROPERTY ..... 5

A. Definitions / Interpretation: ..... 5

B. Submission of the Tender ..... 6

C. Exclusion clauses / Limitation of liability of Mortgagee ..... 9

D. Successful Tenderer ..... 11

E. Other Terms ..... 11

F. Conflict of Interest and Personal Data Protection ..... 12

Appendix 1 – Declaration of right to submit the Tender ..... 14

Appendix 2 – Board of Directors' Meeting Minutes ..... 15

Appendix 3 – Statement of tenderer regarding representation by an estate agent ..... 18

Appendix 4 – Statement of real estate agent regarding commission ..... 19

Appendix 5 – Declaration for the Processing of Personal Data ..... 20

Signature Page ..... 21

## GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF THE TENDER FORM FOR THE PURCHASE OF A MORTGAGED PROPERTY

### A. Definitions / Interpretation:

| | |
|---|---|
| **doValue Cyprus Limited or doValue Cyprus** | means the company limited by shares registered in the Republic of Cyprus with registration number 376434, which acts as an authorised attorney of the Mortgagee, authorised to take every act the Mortgagee may take. |
| **Balance** | means the balance of the Tender Amount, following the deduction of the Initial Payment, which the Successful Tenderer should pay to the Mortgagee, within a maximum time period of 20 days from the date of acceptance of the Tender Amount. |
| **Bank Account** | means the bank account indicated in paragraph 13.3.2. |
| **Initial Payment** | means the payment of an amount equal to at least 20% of the Tender Amount, payable by the Tenderer immediately or/and within two working days from the notification of the Tender acceptance letter. |
| **Law** | means the Immovable Property (Transfer and Mortgage) Law of 1965 (9/1965), as amended. |
| **Mortgaged Property** | means the mortgaged property with the details stated on the 2nd page of the Tender. |
| **Mortgagee** | means the Cooperative Asset Management Company Limited (SEDIPES) or the Cyprus Asset Management Company Ltd (KEDIPES) which are duly represented for every matter in relation to the sale of the Mortgaged Property, by doValue Cyprus |
| **Real Estate Agent** | means a licensed real estate agent as this term is defined in the Real Estate Agents Law of 2010 (71(I)2010) as amended, who has been appointed by and solely represents the Tenderer. |
| **Reference** | means the reference of the Mortgaged Property, as prescribed on the relevant webpage in relation to it, on the Website. |
| **Regulations** | means the Sale of Mortgaged Property Regulations of 2015, pursuant to Part VIA of the Immovable Property (Transfer and Mortgage) Law. |
| **Successful Tenderer** | means the Tenderer with the highest Tender Amount whose Tender has been absolutely and unconditionally accepted by the Mortgagee and who has complied with the terms of clause 13. |
| **Tender** | means the present tender form for the purchase of the Mortgaged Property, duly completed and signed, including the general terms and conditions and the Appendices. |
| **Tender Amount** | means the amount offered by the Tenderer to the Mortgagee for the purchase of the Mortgaged Property, as this is indicated on the 3rd page of the Tender, which must be equal to or higher than the reserved sale price indicated on the relevant webpage of the Mortgaged Property on the Website. |

| | |
|---|---|
| **Tenderer** | means the person whose details are set out on the 3rd page of the Tender |
| **Website** | means the website www.altamirarealestate.com.cy |

1. Any reference in this Tender to:

   1.1. the singular includes the plural and vice versal, and reference to any gender includes the other genders;

   1.2. a "person" includes any natural or legal person and includes that person's legal representatives and successors;

   1.3. obligations and duties of the Tenderer consisting of persons more than one, shall be undertaken jointly and severally;

   1.4. phrases or/and words "**include**", "**including**", "**any of**", "**for example (e.g.)**", "**especially**" and to any other synonym or similar word or phrase, is deemed to be followed by the phrase "**without limitation**";

   1.5. words and phrases interpreted in the Interpretation Law, CAP. 1, the Immovable Property (Transfer and Mortgage) Law of 1965 (Law 9/1965), the Real Estate Agents Law of 2010 (71(I)/2010), the Contract Law, CAP. 149 and the Company Law, CAP. 113, shall, unless otherwise defined in this Tender, have the meaning ascribed to them in the aforementioned Laws;

   1.6. "Clause" or "Appendix" shall be a reference to the whole clause or appendix in the terms and reference to paragraphs refer to the paragraphs and sub-paragraphs under or which are included or contained in that Clause or Appendix;

2. The Mortgagee proceeds with the sale of the Mortgaged Property through direct sale in accordance with the provisions of article 44H of the Law.

**B. Submission of the Tender**

3. Subject to the provisions of the Law, certain categories of persons ARE PROHIBITED from purchasing a Mortgaged Property. Therefore, through the "Declaration of right to submit the Tender" attached to the Tender as **Appendix 1**, you, as the Tenderer, responsibly declare and confirm, personally or via an attorney, that you are entitled to purchase the Mortgaged Property for which you submit the Tender.

4. The Tender must be duly completed (all empty fields must be completed), signed on each page, whether there is a field for signatures or not and must be submitted to doValue Cyprus the latest by the expiration of the deadline for Tender submission, as this is determined on the relevant webpage on the Website, in the following manner:

   4.1. Via email to the secure e-mail address propertytender@cy.altamiraam.com or by placing the offer in the offer box located at doValue Cyprus' Head Offices, at 1 Megalou Alexandrou Street, 2235 Latsia, Nicosia

   4.2. A Tender submitted in any manner other than the one specified in **Appendix 1** will not be considered.

   4.3. Tenders that are submitted via an email to the secure e-mail address, and the field Subject, shall include:

4.3.1. the Reference and

4.3.2. the deadline for submission of the Tender.

4.4. Failure to comply with the content of paragraph 4.3, may affect the validity of the Tender, and may possibly, in the absolute discretion of doValue Cyprus, lead to its nullity.

4.5. If the Tenderer is a natural person, they must submit together with the Tender:

4.5.1. duly completed declaration in the form hereby attached in Appendix 1.

4.5.2. copy of Cypriot passport or identity card or a certified copy of a passport or identity card when the Tenderer does not hold a Cypriot passport or identity card (apostille or equivalent certification)

4.5.3. recent (not older than 6 months) utility bill (e.g. electricity, water) or municipal tax payment account or bank account statement.

4.6. If the Tenderer is a company:

4.6.1. the Tender is signed by a director or other duly authorised attorney of the Company and the Company seal/stamp is placed,

4.6.2. together with the Tender, at least the following documents are submitted:

i. Certificate of Incorporation,

ii. Shareholder certificate,

iii. Certificate of Officials (directors and secretary),

iv. Registered Office Certificate,

v. Unanimous written resolution of the Company's Board of Directors in the form attached to this Tender as **Appendix 2**.

4.6.3. When the company is a foreign company or has been registered under the laws of a country other than the Republic of Cyprus, all the documents referred to in paragraph 4.6.2. shall be duly certified (apostille or equivalent certification).

4.7. If the Tenderer is a legal person other than a company, the Tender must be signed by a director or another duly authorized representative/agent of that legal person, must be sealed and submitted accompanied by the relevant authorisations (e.g resolution for the purchase and appointment of a representative, power of attorney).

4.8. The submission of Tender by or on behalf of a municipal authority, must be signed by its duly authorised representative, should bear its official stamp and be accompanied by the following documents:

4.8.1. list of the names of the elected members of the Municipal Council

4.8.2. a copy of the passport or identity of the person signing the Tender and

4.8.3. recent (not older than 6 months) utility bill (e.g., electricity, water) or municipal tax payment account or bank account statement.

4.9. doValue Cyprus may, in its discretion, request more documents than the ones mentioned in paragraph 4.6.2 and/or 4.7, and the Tenderer, unless otherwise agreed in writing between the Tenderer and doValue Cyprus, should deliver such documents within 48 hours from the time it is notified, otherwise its Tender may not be considered or may be rejected, in doValue Cyprus' discretion.

5. Unless there is more than one Mortgage Properties included in the statutory notice or advertisement, each Tender should be duly completed and should relate to solely one (1) Mortgaged Property. In the event that the Tenderer is interested in purchasing more than one Mortgaged Properties, he must duly complete and submit a separate Tender for each of the Properties he is interested in.

6. **Offers by Real Estate Agents**

6.1. The submission of a Tender for purchase of any Property by a real estate agent (the "**Agent**") will be accepted, only if the Agent is registered in the records of the Council of Real Estate Agents and his/her commission is in accordance with the legislation relating to real estate agents and provided that the following documentation is also submitted with the Tender Form:

i. Registration Certificate of Real Estate Agent in the Council of Real Estate Agents;

ii. Annual Professional License;

iii. Information relating to the Tenderer;

iv. Written statement of the Tenderer for her/his representation by the Agent, in the form attached hereto as **Appendix 3**; and

v. Written statement of the Agent with respect to the Agent's commission, in the form attached hereto as **Appendix 4**.

An Agent may not submit an offer for any Property which he has evaluated and/or for which he has undertaken an evaluation and/or in any event, for which he has acted as an evaluator and/or valuer (either in his personal capacity, or via a legal person and/or real estate agency or firm and/or where he is a connected person with such legal person providing real estate services) within 2 (two) years from the date of undertaking of such evaluation. In the event that such a Tender is submitted, it will be considered, and in the event that the Offer is accepted and/or approved by doValue Cyprus, no amount or fee or remuneration shall be paid towards the Agent in his capacity as an agent for the sale of the Property.

6.2. The Tenderer and/or the Agent hereby acknowledge and confirm that neither the Seller nor doValue Cyprus has engaged the Agent, whether orally or in writing or otherwise, and that the Agent does not represent and/or does not act on behalf of the Seller or doValue Cyprus and consequently both the Seller and doValue Cyprus bear no obligation for payment to the Agent of any amount including but not limited

to payment of expenses and/or fees and/or costs.

6.3. Without prejudice and with full reservation of all rights as articulated in clause 6.2, doValue Cyprus acting on behalf of the Seller, may proceed with the payment of a fee to the Agent, provided that the following conditions are satisfied, unless otherwise agreed in writing:

i. Payment of a fee shall only be made, given that Appendix 3 and Appendix 4 of the Offer are completed with the correct data. For the avoidance of any doubt, payment of a fee shall not be made if the Tender and/or Appendix 3 and Appendix 4 are not completed and/or are completed with the wrong data.

ii. Payment of a fee shall only be made given that the provisions of the Real Estate Agents Law L. 71(I)/2010 are satisfied.

iii. The fee shall not exceed an amount which is equal or up to 5% of the Offer Amount.

iv. The fee shall be due and payable upon the full and final settlement of the Offer Amount.

v. In the event of direct / private sale of a mortgaged property pursuant to Part VIA of the Immovable Property (Transfer and Mortgage) Law of 1965 (9/1965) as amended, the commission / fee paid to real estate agents is limited to the percentage of the amount that the borrower benefits from irrespectively of the purchase price or the value of the mortgaged property.

6.4. Notwithstanding the aforesaid, if for the same Property and/or Tender and at any stage of the process, the Tenderer has been represented by two or more Agents in dispute as to their rights in relation to the payment of the fee, the Tender shall pay any commission payable and not doValue Cyprus.

7. If a Real Estate Agent has been involved for the sale of a Mortgaged Property, such Real Estate Agent does not represent nor has he been appointed by the Mortgagee or doValue Cyprus to represent them in any capacity and/or for any matter. On the contrary, the Mortgagee and/or the Real Estate Agent guarantee and confirm that, any contractual relationship, exists between the two and only them, and neither the Mortgagee or doValue Cyprus have approached and/or contracted with the Real Estate Agent orally or in writing or otherwise, and as such, they have no obligation to pay any amount including payment in the form of costs or/and remuneration or/and costs or otherwise to the Real Estate Agent.

8. The Mortgagee has no obligation to inform any Tenderer as to the outcome of his Tender, unless he is the Successful Tenderer. In the contrary, in accordance with the provisions of the Law, the Mortgagee has the exclusive and absolute discretion to examine, accept or reject any Tender regardless of its amount or date of submission.

**C. Exclusion clauses / Limitation of liability of Mortgagee**

9. The Mortgaged Properties are offered for sale in the legal and physical state in which they are at the time these are promoted for sale («as is where is state»). Therefore, it is the obligation of the Tenderer to conduct due diligence procedures and you are therefore requested to appoint independent advisors to examine and advise you in relation to any aspect regarding the submission of the Tender and/or purchase of the Mortgaged Property.

9.1. Without prejudice to the generality of paragraphs 9 and 12:

9.1.1. despite the fact that the Seller has taken reasonable steps to ensure that the description and/or data published and/or the information provided regarding the Mortgaged Property are accurate and complete, every Tenderer is obliged and must examine and verify at its own risk, the correctness, completeness and accuracy of such and any information, data, detail and document which is in any way provided, orally or in writing, and regards or in relation to the Mortgaged Property, including the location, size, dimensions, planning details, materials, prohibitions, rights of third parties (including the existence of tenants/licensees), liens, the amount of the rent or rights to use and more generally, its physical and legal status, either by personal visit with its independent advisors, or through the competent authorities and each Tenderer shall be responsible for taking all steps and conducting all questions to the competent authorities and/or to visit the Mortgaged Property before submitting its Tender.

9.1.2. you accept, acknowledge and declare that, no information, statement, description, quantity, measurement or any other information provided orally or is contained in any catalogue, letter, report, list, brochure, advertisement, webpage or the Website, irrespectively of whether it is controlled, issued, or provided by and on behalf of the Mortgagee or doValue Cyprus or any other third person, may be taken as a term, incitement, representation, promise, warrantee or guarantee upon which any Tenderer may be relied upon to submit an offer for the purchase of a Mortgaged Property.

9.1.3. any information, statement, description, quantity, scale or measurement provided or included in any webpage, advertisement, brochure, catalogue, letter, report or handout issued by or on behalf of the Mortgagee or doValue Cyprus or any agent acting on its behalf, is indicative, informative and for your convenience only and cannot and should not be construed as a fact. Therefore, any mistake, omission or inaccuracy which is given orally or, provided, amongst others, in any advertisement, brochure, catalogue, letter, report or handout issued by or on behalf of the Mortgagee or doValue Cyprus or any representative acting on their behalf, including those which may be given in the course of discussions and/or negotiations, do not in any way create or give you any right to take/seek measures, procedures, claims, or remedies (including any expenses or costs that you have incurred prior to the submission or in order to submit the Tender) against the Mortgagee and/or any agent and/or employee and/or representative, including doValue Cyprus, nor does it affect the implementation of your obligations if you are the Successful Tenderer.

10. Without prejudice and subject to Clauses 9 and 12, any declaration, representation or warrantee that has been made or given to a Tenderer by the Mortgagee and/or on its behalf by any agent, employee, representative prior to the submission of the Tender, which is not included in these terms, you acknowledge, accept and declare that it is considered withdrawn and/or has not occurred and/or without legal validity and/or application. Therefore, you declare that you submit the Tender without reliance or without having been based on any representation or inducement, and solely based on the opinion you have formed at your own risk and/or after having received independent advice.

11. doValue Cyprus or/and the Mortgagee, do not accept, have or may have any liability, for any difference between the details or information of the Mortgaged Property provided by any person, irrespectively of whether such person is their agent or not and/or which are provided on the Website, and those which are provided by the competent authorities and/or for any damage suffered.

12. To the extent permitted by the applicable legislation, the Mortgagee or/and its agents or/and employees or/and any other person deriving rights from it, shall have no liability for any specific, general, direct, indirect, consequential, or incidental loss and/or damage, including loss of profits, income or reputation or goodwill which arises and/or relates to the purchase of the Mortgaged Property by the Tenderer and/or the submission of the Tender and/or its evaluation, whether this arises from the law or the principles of equity.

**D. Successful Tenderer**

13. The Tenderer with the highest Tender Amount, is rendered the Successful Tenderer only when:

    13.1. the interested persons do not exercise their rights as these are deriving from the Law and/or Regulations, for the purchase of the Mortgaged Property;

    13.2. it immediately provides all the relevant evidence that may be requested for the completion of all the know your customer and anti-money laundering checks (Know Your Client / Anti-Money Laundering) as required by the relevant legislation and/or regulations European Directives and/or the directives of the Central Bank of Cyprus;

    13.3. immediately and in any event within a maximum period of two working days from the receipt of the Tender acceptance letter:

        13.3.1. signs the Tender award form, in the form that the Mortgagee will request via doValue Cyprus, taking into account the terms of the Tender and the provisions of the Law and

        13.3.2. pays a percentage equal to or greater than the Initial Payment, either delivered personally, together with the signed Tender award form, or by banker's draft, issued in the name of the owner.

14. If, for any reason, the Tenderer with the highest Tender Amount, fails to pay to the Mortgagee the Initial Payment immediately, as per paragraph 13.3.2, the Mortgagee may take legal measures against him and claim any damages and expenses he has suffered due to the Tenderer's failure to comply with its Terms and Conditions of the Tender, without prejudice of any right derived from the legislation.

**E. Other Terms**

15. If, for any reason, the Successful Tenderer, fails to pay to the Mortgagee immediately, as per paragraph 13.3.2, the Initial Payment, the Mortgagee shall take legal measures against him.

16. The sale of the Mortgage Property shall be completed with the payment of the Balance by the Successful Tenderer to the Mortgagee, via a banker's draft issued in the name of the owner, within a time period that does not exceed 20 days from the date of the unconditional acceptance of the Tender by doValue Cyprus for and on behalf of the Mortgagee.

17. Within a period of 30 days from the completion of the sale of the Mortgage Property, the Mortgagee will file an application with the competent Lands Registry Office for the transfer of the Mortgaged Property in the name of the Successful Tenderer.

18. Where the Tenderer pays the Initial Payment but fails to pay the Balance within the prescribed deadline, the Initial Payment is withheld, the sale is cancelled and the Initial Payment is attributed as provided by the Law. The Mortgagee may, furthermore, claim any damage and expenses incurred due to the Tenderer's failure to comply with the provisions of the Law, including, without limitation, any loss the Mortgagee will suffer due to the sale of the Mortgaged Property at a lower price.

19. In the event of submission of two identical Tenders, the Mortgagee may accept or reject any one of them, in its sole discretion, or negotiate or repeat or re-initiate the procedure.

20. Less the costs the Mortgagee is obliged to pay pursuant to the Law, all other costs, expenses and taxes, including V.A.T. and transfer costs/fees, shall be paid solely by the Successful Tenderer.

21. Any notice in relation to the Tender, shall be in writing and (subject to proof that it has been duly delivered otherwise), will be deemed as duly received/served if delivered or sent by double registered letter, or the email address of the party concerned as specified on the 1st page of the Tender.

    21.1. Any such notice shall be deemed to have been received/served:

        21.1.1. if delivered personally, on the day on which it is delivered or

        21.1.2. if it is sent by e-mail on the day on which it is sent or

        21.1.3. if it is sent via double registered office at 9.00 a.m. on the third working day from the date of dispatch.

    21.2. Evidence that the notice was duly stamped and mailed to the correct address shall constitute proof of receipt/service.

22. These terms and conditions constitute an integral part of the Tender.

**F. Conflict of Interest and Personal Data Protection**

23. Where the Tenderer is a relative and/or has any relationship with any staff or member of the Board of Directors of doValue Cyprus, this shall be stated in the Tender Form and the relevant field must be filled in for this purpose.

    Offers from the staff of SEDIPES/KEDIPES and doValue Cyprus, as well as from their related parties as defined in the Conflict of Interest Policy of KEDIPES or Politically Exposed Persons and/or contracted associates of SEDIPES/KEDIPES and of doValue Cyprus, and this shall be stated in the Tender Form and the relevant field must be filled in for this purpose.

24. The submission of such Tenders and/or such sales are approved by the competent approval teams of doValue Cyprus, so independence is ensured and random checks must be carried out at regular intervals for the implementation of this procedure.

25. The Tenderer is informed that in the context of the procedure of Submission of Tenders, doValue Cyprus collects and processes personal data as these are prescribed in the Tender Form. These personal data are necessary for the purpose of compliance by doValue Cyprus and the Mortgagee on the basis of legal, regulatory and contractual obligations, as well as for the completion of the transaction. In accordance with article 6 of the General Data Protection Regulation (from here onwards referred to as "GDPR"), the legal basis for this specific processing is the performance of a contract whose data subject is a contracting party, or so as to take measures at the request of the data subject prior to entering into a contract. Having in mind the aforesaid, the decision to submit the Tender to doValue Cyprus, indicates that the Tenderers, acknowledge and confirm that they have full knowledge, consent and understand the purpose of the processing as well as the legal basis said processing is based on. The current personal data retention policy which is submitted as an integral part of the Tender, is for a period of six (6) years from the date of completion of the Tender submission, irrespectively of the process' results.
    More information regarding our privacy policy and related practices can be found on the following link https://www.altamirarealestate.com.cy/privacy-policy, which applies accordingly to the purposes of the Tender.

26. Tenders are also informed that doValue Cyprus, acts for and/or on behalf of and/or in the name and/or following relative authorisation, and represents the Mortgagee for the purposes of the present Tender and/or the tender process and/or the transfer of the Mortgaged Property. For this purpose, the personal data submitted to doValue Cyprus will also be shared with the Mortgagee for the purposes of evaluation and completion of the submitted tender offers. As a result, the Tenderers are further informed that in addition to doValue Cyprus' privacy policy as described above, the personal data submitted may be subject to processing by authorised personnel of the Mortgagee. For the avoidance of any doubt, in the event that the details of the Mortgagee are not available in the Website, the personal data of the Tenderer will be shared with the Mortgagee only after the personal data of the Mortgagee have been shared with the Tenderer.
    More information regarding the Mortgagee's Privacy Policy that Tenderers should read and be aware of can be found on https://kedipes.com.cy/

27. Tenderers wishing to receive updates for the properties promoted through doValue Cyprus, should complete and sign the Declaration for the Processing of Personal Data set out in Appendix 5.

[Appendices follow]

**Appendix 1 – Declaration of right to submit the Tender**

With the present, I, in my capacity as Tenderer, by submitting the Tender, I responsibly declare that:

1. **I do not** hold more than two per cent (2%) of the Mortgagee's share capital,
2. **I am not** up to a third-degree relationship, related with a person or a representative or a spouse or parent or descendant of a person who holds more than two per cent (2%) of the share capital of the Mortgagee, or any officer, director, employee of the Mortgagee,
3. **I am not** an officer, director, representative or relative of the auctioneer, up to the fourth degree of kinship,
4. **I am not** up to a fourth-degree relationship, related with the valuator who conducted the valuation appraisal report for the sale of the mortgaged property
5. **I am not** the valuator who prepared the valuation report for the sale of Mortgaged Property,
6. **I am not** an officer, employee, director or representative of doValue Cyprus Limited,
7. **I am not** to up to a first degree of kinship, related to an employee, officer, director or representative of doValue Cyprus Limited

[_____] [1]

| | |
|---|---|
| Full Name of Tenderer | Signature |

[1] If you are a connected person within the meaning of the particular note, enter the name of the person with whom you are connected and the degree of kinship.

**Appendix 2 – Board of Directors' Meeting Minutes**

Minutes of the meeting of the Board of Directors of company _____ with registration number HE _____ (the "Company") dated ____ / ____ / ____ which took place at the registered office of the Company on the street/avenue [2] _____

Present [3] :

_____ Director

_____ Director

_____ Director

_____ Secretary

Mr./Mrs. _____ was elected president of the meeting and, having been satisfied that the due notice for the meeting was given and that there is a quorum present, declared the meeting open.

Firstly, it was noted that where in the present minutes, capitalised words are being used, these have the definition given to them in the tender form for the purchase of the mortgaged property.

**Whereas:**

A. The Company wishes to purchase properties.

B. The Tender and all documents attached to it as Appendices, have been presented to the Board of Directors, were carefully examined as to their content, as well as to any issue related to the Mortgaged Property which is described in the table below.

C. The Company considers it to its best interest to purchase the Mortgaged Property and for this purpose has decided to submit the Tender.

D. The Board of Directors declare that they do not have any personal benefit or interest (either direct or indirect) in relation to the purchase of the Mortgaged Property.

[2] Delete whichever does not apply and enter full address details

[3] If there are more directors these can be added by hand

**The Board of Directors of the Company, after discussion, agrees and unanimously decides:**

1. To approve and are hereby approved, the terms and conditions and the transactions referred to in the Tender, as these are within the Company's powers and it is in the Company's best interest and benefit.

2. To duly complete the Tender, sign on each page and submit it within the timeframe indicated on the relevant webpage on the Website.

3. To approve and is hereby approved, the Tender Amount for the purchase of the Mortgaged Property, the details of which are included in the table below, the total amount € _____ (Euro _____) plus VAT, where and as applicable, plus other expenses such as, stamp duty and transfer fees.

| **Mortgagee** | | As defined in page 5 | | | | | |
|---|---|---|---|---|---|---|---|
| **Website Reference** | **Unit number** | **Registration No.** | **District** | **Municipality / Community** | **Sheet / Plan** | **Plot number** | **Share** |
| PR41956 | - | 13/942 | Nicosia | Nicosia Municipality | 21/390504 | 810 | 1/1 |

4. To authorise, and _____, holder of the Identity Card/Passport number _____ and/or any of the directors of the Company are hereby authorised jointly and/or severally as attorneys of the Company (the "**Attorneys**"), with power to, each of them, take, in his/her sole discretion, every necessary and/or similar action or act for and on behalf of Company:

   4.1. to duly complete, sign (either by affixing the Company stamp or not) and submit the Tender in time,

   4.2. to furnish, sign (either by affixing the Company stamp or not) and submit in time or as will be required by the Mortgage Lender via doValue Cyprus any other required or necessary documents pursuant to the Tender or in order to complete the purchase of the Mortgaged Property in the event that the Company is the Successful Tenderer and

   4.3. generally, to take, at its absolute discretion, any and all necessary and/or appropriate and/or desirable actions to submit a duly completed Tender and in the event that the Company is the Successful Tenderer, to achieve the transfer of the Mortgaged Property on the name of the Company.

5. That the signing and delivery of the Tender or any document by any of the Attorneys pursuant to this resolutions (either acting independently or jointly) constitutes irrebuttable evidence of its approval as well as of the authority of the Attorney to act, execute and deliver any such document (including the Tender), for and on behalf of the Company and such documents and every similar document signed by the Attorney are adopted, validated and confirmed to have been duly approved by this resolution and have been executed for and on behalf of the Company.

| | | | |
|---|---|---|---|
| Full Name | Signature | Full Name | Signature |

| | | | |
|---|---|---|---|
| Full Name | Signature | Full Name | Signature |

**Appendix 3 – Statement of tenderer regarding representation by an estate agent**

With the present, the undersigned Tenderer, hereby declare that for the submission of my Tender to the Property Owner and/or direct or indirect wholly owned subsidiary of the aforementioned company acting via and/or duly represented by doValue Cyprus Limited, in relation to the purchase of the property described herein below at the price of € _____ (_____ Euro)

| Website Reference | Unit Number | Reg. No. | District | Municipality / Community | Sheet / Plan | Plot No. | Share |
|---|---|---|---|---|---|---|---|
| PR41956 | - | 13/942 | Nicosia | Nicosia Municipality | 21/390504 | 810 | 1/1 |

I will be represented by the Real Estate Agent _____, with Real Estate Agent license no. _____ and Licensed Estate Agent Register No. _____ from _____

| | |
|---|---|
| Signature of Tenderer or Authorized Representative | ..... |
| Date | ..... |
| Identity Card Number and Country of Issue / Passport Number and Country of Issue / Registration number and Country of Incorporation | ..... |

**Appendix 4 - Statement of real estate agent regarding commission**

With the present, I, _____, a lawfully licensed estate agent, with estate agent license no. and licensed estate agent register no. _____, from _____ hereby declare that I am duly authorised to provide my services regarding the representation of the Tenderer _____ with Registration Number / Identity Number _____ for the submission of the Tender Form for the property described below, for the price of € _____ (_____ Euro).

| Website Reference | Unit Number | Reg. No. | District | Municipality / Community | Sheet / Plan | Plot No. | Share |
|---|---|---|---|---|---|---|---|
| PR41956 | - | 13/942 | Nicosia | Nicosia Municipality | 21/390504 | 810 | 1/1 |

For my services, I hereby agree and accept to receive as commission a percentage of _____ % plus V.A.T., on the final sale price of the aforementioned property at the time of full payment. I further hereby confirm that I have read and consent to the terms and conditions for submitting a tender for the aforesaid property.

**Signature .....**
**Name .....**
**Tel .....**
**E-mail .....**
**Date .....**

## Appendix 5 – Declaration for the Processing of Personal Data

With the present, I declare my wish to receive relevant updates for new posts and campaigns by Altamira Real Estate via email, and/or electronic messages on my mobile phone. I understand that this constitutes personal data processing which is governed by the provisions of doValue's Privacy Policy that is found at https://www.altamirarealestate.com.cy/privacy-policy. I have been informed about my right to withdraw this consent whenever I so choose, without it affecting in any way any processing which has occurred before such withdrawal.

**Signature .....**
**Name .....**
**Date .....**

**Signature Page**

I, the undersigned, in the capacity of Tenderer, declare, declare that all of the above data / details / information and all the documents attached to this document and/or any other document relevant to this Tender, provided by myself or for and on my behalf, , are true, accurate and updated.Furthermore, I declare that I have ready and fully understood the content, as well as the importance of the Tender, and I accept unconditionally its terms and conditions, which form an integral part of the Tender.

| | |
|---|---|
| Full Name of Tenderer | Signature |