

PROPERTY DETAILS

REG. NUMBER	0/21231
SHEET / PLAN	0/2-289-380
PLOT	339
WEBSITE REFERENCE	PR10071
UNIT NUMBER	

OFFER

AMOUNT	€
WRITTEN IN FULL	Euro

TENDERER'S NOTES

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TERMS AND CONDITIONS

1. For the avoidance of any doubt any reference to:
 - 1.1. **Seller**, means the Cooperative Asset Management Company Limited and/or CCSRE Real Estate Company Ltd and/or any direct or indirect wholly owned subsidiary of the aforementioned companies, as may be applicable, who for the purpose of this Tender and/or tender procedure and/or the transfer of the Property, acts via and/or is duly represented by and/or has duly authorised Altamira Cyprus, in accordance with the terms of a power of attorney issued for the aforementioned purpose.
 - 1.2. **Altamira Asset Management (Cyprus) Limited** (hereinafter "**Altamira Cyprus**") means Altamira Cyprus who for the purpose of this Tender and/or tender procedure and/or the transfer of the Property, acts on behalf of and/or in the name of and/or has been duly authorised to represent each Seller, as may be applicable, in accordance with the terms of a power of attorney issued for the aforementioned purpose.
 - 1.3. **Property** means the properties owned by the Seller, as may be applicable, the management and/or administration of which has been assigned to Altamira Cyprus and/or the specific property the details of which are set out in the Tender Form.
 - 1.4. **Tender and/or Tender Form**, means this tender form.
2. No warranty is provided hereto with regards to the acceptance of the highest offer nor any other offer, nor any obligation is imposed on the Seller, acting via and/or duly represented by Altamira Cyprus, to respond to any Tender. The Seller, acting via and/or duly represented by Altamira Cyprus, may at its sole and absolute discretion consider, accept or reject any Tender received irrespective of the amount of the Tender or of the date on which the Tender was submitted.
3. The published information, as well as the physical condition of the Property concerns the status of the property "as it is". Furthermore, any urban/planning characteristics mentioned are for indicative purposes. All Tenderers must check and verify all and any information and/or data and/or material made available with respect to the Property, including but not limited to location, size, dimensions, planning details, physical and legal condition (the "**Information**") of the Property with the appropriate authorities and each Tenderer is responsible for making all reasonable enquiries with the relevant authorities before proceeding with the purchase of any Property and shall independently verify the accuracy, truthfulness and correctness of the Information, and if any difference is noticed, the Tenderer must inform the Seller at the email address set out in Clause 7.1. below immediately. Altamira Cyprus accepts no liability for any difference there might be between the Property details and/or Information made available in the website of Altamira Cyprus and/or by Altamira Cyprus and/or by the Seller acting via and/or duly represented by Altamira Cyprus, and those provided by the relevant authorities.
4. The tender price may be reviewed and reconsidered at any time.
5. It is highly advisable for the Tenderer, to have prior professional consultation or other relevant services from legal or financial or other advisors.
6. The Tenderer acknowledges that Altamira Cyprus is not a licensed real estate agent and it does not provide any real estate agent's services through its Website nor it operates as a legal or financial or other professional advisor.

7. Submission of the Tender

7.1. The submission of the Tender must be done by completing the Tender Form for Property Purchase, downloaded from www.altamirarealestate.com.cy (the "**Website**") and by either sending the Tender Form in a sealed envelope to the Tender Box at the following address:

ALTAMIRA ASSET MANAGEMENT (CYPRUS) LTD
1 Megalou Alexandrou
2235 Latsia
Nicosia

or by sending it to the secure email address propertytender@cy.altamiraam.com

If the Tender Form is to be submitted in a sealed envelope to the Tender Box **only** the Reference of the property as indicated on the Website should be clearly stated on the submitted envelope (ie. PR xxx, LA xxx)

If Tender Form is to be submitted electronically **only** the Reference of the property as indicated on the Website should be clearly stated in the Subject field (ie. PR xxx, LA xxx).

Non-compliance to the above conditions may affect the validity of the submitted Tender.

7.2. Any offers sent otherwise than as stipulated above shall be considered as not having been made.

7.3. Depending on the method of communication of the Tender Form (in accordance with clause 7.1.), the Tenderer must state the **Reference Number** of the Property as this is shown on the Website (and which is different from the Property's Registration Number), on the submitted envelope or in the 'Subject' field of the email. For the avoidance of any doubt, the Tender Form will be valid and effective from the date it is delivered to the above address and/or e-mail address.

7.4. Omissions and/or incorrect completions of the information given on the Tender Form may result in the cancellation of the Tender.

7.5. Each Tender Form must exclusively relate to one (1) Property. In the case the Tenderer is interested in more than one Properties, a separate Tender Form should be submitted accordingly.

7.6. Together with the submission of the Tender, the Tenderer must co-submit the "Responsibility Statement", in the form attached hereto as **ANNEX I** and the "Commitment for non-withdrawal of the Tender" (hereinafter the "**Commitment**"), in the form attached hereto as **ANNEX II**, which must be thoroughly completed and signed. By submitting this document, the Tenderer is committed to retain the Tender for a period of three (3) months as of the date of this Tender, according to the terms of the Commitment. In the case where the conditions are not met, the Tender will be considered as void and the Tenderer will pay 10% of the amount of the Tender price as compensation. In case the Tenderer has paid 10% of the amount of the Tender price within two (2) weeks from the date of the notification of the acceptance, this amount is non-refundable and hence not returned.

7.7. In the case of a natural person being represented by an authorised representative, the Tenderer should also attach to the present Tender Form a specific, valid and effective power of attorney. In the event that for any reason whatsoever, the said power of attorney is terminated the Tenderer should immediately inform the Seller, at the email address set out in Clause 7.1., accordingly. For the avoidance of any doubt, this clause does not refer to the Tenderer's representation by a real estate agent.

In the case of natural persons submitting a Tender, the Tender Form must be accompanied by the following documents:

- i. Copy of the ID or Passport. For non-Cypriot residents, a copy of the Passport must be verified by apostille.

- ii. Recent (up to 6 months) utility bill (e.g. electricity, water) or municipal taxes or bank account statement of the person.

7.8. In the case of a legal entity, the Tender Form must be signed by its duly authorized representative and sealed with the official seal of the entity, in accordance with the provisions of the legal entity's Memorandum and Articles of Association. Additionally, the written authorization of the board of directors and/or the shareholders (as may be required by the legal entity's Memorandum and Articles of Association), in the form attached hereto as **ANNEX III**, must be attached to the present Tender Form, together with the following up-to-date and certified as true copies (where no originals are to be provided) documents:

- i. Certificate of Incorporation;
- ii. Certificate of Registered Office;
- iii. Certificate of the Directors and Secretary;
- iv. Certificate of Registered Shareholders;
- v. Copy of the ID or Passport of all members of the Board of Directors of the Company;
- vi. Recent (up to 6 months) utility bill (e.g. electricity, water), municipal taxes, or bank account statement of the members of the Board of Directors;
- vii. Copy of the ID or Passport of the shareholders of the Company holding more than 10% of the shares;
- viii. Recent (up to 6 months) utility bill (e.g. electricity, water), municipal taxes, or bank account statement of all shareholders holding more than 10% of the shares of the Company;
- ix. In case any of the Directors and/or Shareholders is a legal entity then documents referred in (i) – (viii) of the legal entities must be submitted up until all physical persons are verified.

In the case of companies registered in jurisdictions outside of Cyprus, apostille verification is required.

In the case of physical persons non-Cypriot residents, a copy of the Passport must be submitted verified by apostille.

7.9 In case of Municipalities, the Tender Form must be signed by its duly authorized representative and sealed with the official seal of the Municipality. Additionally, the written authorization of elected members must be attached to the present Tender Form, together with the following documents:

- i. The names of the elected members.
- ii. Copy of the ID or Passport of the members.
- iii. Recent (up to 6 months) utility bill (e.g. electricity, water), municipal taxes, or bank account statement of all members.

7.10 Tender Forms must be submitted within seven (7) calendar days from the date that the Property is uploaded on the Website, unless the said timeframe is extended by the Seller, acting via and/or duly represented by Altamira Cyprus, via an announcement to that effect on the Website (the "**Submission Period**").

7.11 Following the expiration of the Submission Period, if no Tender has been submitted, the Property will remain on the Website and the process for the submission of offers will be repeatedly renewed for another 7-calendar day until an offer is received. In the case where a Tender has been received, the property will be removed from the Website.

7.12 Tenders received after the Submission Period will be considered overdue and will not be taken into consideration.

7.13 The validity of the Tender submitted will expire after three (3) months from the date of this Tender Form. During this period the final decision for the disposal of the Property will be taken and the Tenderer will be notified if its Tender has been accepted.

7.14 Acceptance of the Tender offer will be subject to all and any necessary compliance and anti-money laundering (AML) checks and reviews, and during this process the potential buyer must provide the Seller, acting via and/or duly represented by Altamira Cyprus, with any and all information and documentation requested in order to successfully carry out the above checks and reviews.

8 Acceptance of the Tender offer

8.1. The Tenderer shall be presented with an agreement which will be signed between the Seller or the Seller acting via and/or duly represented by Altamira Cyprus, and the Tenderer, as purchaser, which will include as a minimum the terms of sale included in these Terms and Conditions.

8.2. The procedure will be concluded by the full settlement of the offered purchase amount and the transfer of the ownership of the Property to the Tenderer. This procedure must be concluded within one (1) month from the date of notification of the acceptance of the Tender to the Tenderer and Altamira Cyprus may at its own discretion require 10% of the offered purchase amount to be paid within a period of two (2) weeks from the date of notification of the acceptance of the Tender to the Tenderer.

8.3. The Tenderer may be required to enter into and/or sign a sale and purchase agreement prior to the transferring of the title of the property at the competent Land Registry Office. In such a case, 30% of the offered purchase amount shall be paid by the Tenderer and the remaining balance shall be paid at a later stage, as per the parties' written agreement. For the avoidance of any doubt, in case the Tenderer has already paid 10% of the purchase price within two (2) weeks from the date of notification of the acceptance of the Tender, then the remaining 20% of the offered purchase amount shall be paid by the Tenderer when entering into and/or signing a sale and purchase agreement prior to the transferring of the title of the property and the remaining balance shall be paid at a later stage, as per the parties' written agreement. Until the full payment/settlement of the offered and agreed purchase amount, the Seller shall retain full ownership of the Property.

8.4. In the event that the full settlement of the offered and agreed purchase amount and the transfer of the Property is not concluded within one (1) month as described above, the Seller, acting via and/or duly represented by Altamira Cyprus, may at its absolute discretion cancel the acceptance of the Tender and notify the Tenderer accordingly. The extension of the aforementioned deadline depends on the absolute discretion of Altamira Cyprus. Altamira Cyprus may also at its absolute discretion impose any terms and/or conditions for such extension, including without limitation the obligation of the Tenderer to pay any amount within a specified period as a security deposit.

8.5. The period of settlement of the purchase amount and of the transfer of the ownership of the Property may be extended for any reason whatsoever, and the Tenderer will be notified accordingly.

9. Offers by Real Estate Agents

9.1. 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 **ANNEX IV**; and
- v. Written statement of the Agent with respect to the Agent's commission, in the form attached hereto as **ANNEX V**.

- 9.2. No commission and/or other payment and/or expenses shall be payable to the Agent by the Seller, acting via and/or duly represented by Altamira Cyprus, nor will the Seller, acting via and/or duly represented by Altamira Cyprus be in any way liable to pay any commission, other payment or expenses to that Agent at the stage of the assessment of the Tender. The commission of the Agent will be remunerated with the final sale price of the Property. The payment of any commission to the Agent will be given after the full settlement of the sale price of the Property by the Tenderer.
- 10.** The transfer fees for the ownership of the Property as well as any stamp costs or duties in relation to transfer of the ownership of the Property in the name of the Tenderer are to be exclusively paid by the Tenderer.
- 11.** The VAT charge (where it is applicable) will burden the buyer and will not be mentioned separately in the announcement.
- 12.** In cases where the amount of the Tender is more than €1.000.000 "Proof of funds" shall be attached from a Banking institution in Cyprus or abroad/International which may be submitted within two weeks after the Submission Period of the Tender.
- 13.** All the pages of the present document must be initialled.
- 14.** The General Terms and Conditions found on the Website form an integral part of offer for the Purchase of Property Form.

ANNEX I
RESPONSIBILITY STATEMENT

(Complete where and if appropriate)

I, the undersigned in my capacity as the Tenderer with the present statement declare that all the above data/details/information and all documents annexed hereto, and/or any other document provided from my end is true, accurate and up-to date and that I fully and unreservedly accept the Terms and Conditions included herein.

In the event that the Tenderer is represented by a representative, duly authorised via a Power of Attorney attached hereto:

I, _____, the Tenderer acting via my duly authorised representative _____, in accordance with the Power of Attorney dated _____, with the present statement declare that all the above data/details/information and all documents annexed hereto and/or any other document provided from my end is true, accurate and up-to date and that I fully and unreservedly accept the Terms and Conditions included herein.

In the event that the Tenderer is a legal entity:

We, _____ the Tenderer, acting via our duly authorized representative _____ holder of the _____ identification card/passport with number _____ with the present statement declare that all the above data/details/information and all documents annexed hereto and/or any other document provided from us is true, accurate and up-to date and that we fully and unreservedly accept the Terms and Conditions included herein.

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

I attach hereto the following (Please tick where appropriate):

- | | |
|--|--|
| <input type="checkbox"/> Identity Card / Passport | <input type="checkbox"/> Registration certificate of the Real Estate Agent |
| <input type="checkbox"/> Legal Entity's Corporate Documents | <input type="checkbox"/> Annual Professional License |
| <input type="checkbox"/> Duly signed Representative's Authorization from legal entity/ Power of Attorney | <input type="checkbox"/> Duly signed Statement of the Tenderer for representation by the Real Estate Agent |
| <input type="checkbox"/> Other _____

_____ | <input type="checkbox"/> Duly signed Statement of the Estate Agent regarding the requested commission |

ANNEX II
COMMITMENT OF NON-WITHDRAWAL OF THE TENDER OFFER

1. I refer to the TenderForms submitted hereto for the property under Registration number _____ Sheet / Plan _____, Plot no. _____ (the “**Property**”) which is valid and/or in effect for a time period of three (3) months from the date of the signing of this Tender Form, and during this period I hereby undertake and agree not to proceed with its withdrawal.

2. In the case where:
 - i. the Tender, or part of it, is withdrawn during the effectiveness period of the three (3) months, or
 - ii. the Tender, or part of it, is withdrawn upon being notified of its acceptance by the Seller, acting via and/or duly represented by Altamira Asset Management (Cyprus) Ltd, during the period of validity and/or effectiveness of the Tender, and having been notified to proceed with the full payment and/or transfer of the ownership of the Property, I have failed or refused to timely pay any amount of the payment for the sale of the Property, or I have failed or refused to attend the pre-agreed date for transfer of the ownership of the Property,

I will be disqualified from the sale of the Property and the Seller, acting via and/or duly represented by Altamira Asset Management (Cyprus) Ltd, will be able to republish the Property and/or sell it to any other person.

3. I further undertake to submit, as compensation for (i) the withdrawal of my Tender or (ii) my non-compliance with the terms and obligations which are mentioned in the present Tender Form and/or the present Commitment, an amount of € which equals to 10% of the offered price of my Tender. In case that the amount has already been paid to Altamira Asset Management (Cyprus) Ltd, then I do not have any objection for the amount to be forfeit as compensation.

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

Note:

In the case of a joint venture of natural and/or legal persons, the details of the joint venture and the details of each joint venture member must be provided.

ANNEX III

COMPANY NAME..... under registration number
(the "Company")

WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY DATED
...../...../20....

Resolutions taken by:

_____ Director
 _____ Director
 _____ Director

Whereas the Company intends to execute a form for submission of a Tender Offer and all other ancillary documents thereto with respect to the property described herein below (hereinafter the "**Property**") and submit such offer to the [Cooperative Asset Management Company Limited] [CCSRE Real Estate Company Ltd] acting via and/or duly represented by Altamira Asset Management (Cyprus) Ltd (hereinafter the "**Seller**"), and participate in the tender procedure as per the applicable terms and conditions.

Website Reference	Unit Number	Reg. No.	District	Municipality / Parish / Location	Sheet / Plan	Plot No.	Share
PR10071		0/21231	Famagusta	Paralimni	0/2-289-380	339	1/1

It is hereby unanimously resolved that:

1. That the Company be and is hereby authorised to enter into and/or execute the form for submission of a tender offer and all and any other ancillary documents thereto with respect to the Property, for the amount of €_____, plus all other costs (including the costs for the transfer of title) (the "Tender Offer") and to enter into a sale agreement to that effect.
2. That the Company be and is hereby authorised to submit the Tender Offer to the Seller and participate in the tender procedure as per the applicable terms and conditions.
3. That _____, holder of the _____ identification card/passport with number _____ be and is hereby authorised to execute the Tender Form, the Terms and Conditions and any other documents and any deeds, certificates, notices, or other documents (and if necessary and appropriate under the Company's Memorandum execute either under the common seal of the Company or without affixing any seal) in connection with the Tender Offer and/or in order to ensure the Company's participation in the tender procedure with respect to the Property for and on behalf and in the name of the Company.
4. That _____, holder of the _____ identification card/passport with number _____ be and is hereby authorised to enter into and/or execute and sign any sale agreement, as the purchaser/buyer with respect to the Property (and if necessary and appropriate under the Company's Memorandum execute either under the common seal of the Company or without affixing any seal) and any other documents and any deeds, certificates, notices, instruments, registers or other documents and proceed with all and any actions necessary and/or appropriate and/r desirable for the purchase of the Property by the Company and the transfer of the Property's title, for and on behalf of and in the name of the Company.
5. Any and all actions of the Company and its Board of Directors, taken in connection with the undertakings contemplated by the foregoing Resolutions prior to the execution hereof be and hereby are ratified, confirmed, approved and adopted in all respects as fully as if such action(s) had been presented for approval to and had been approved by the Board of Directors of the Company prior to such action(s) being taken.

Signature.....

Signature.....

Name.....

Name.....

Director

Director

Signature.....

Name.....

Director

ANNEX IV
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 [Cooperative Asset Management Company Limited] [CCSRE Real Estate Company Ltd] acting via and/or duly represented by Altamira Asset Management (Cyprus) Ltd, in relation to the purchase of the property described herein below at the price of €..... (.....Euro)

Website Reference	Unit Number	Reg. No.	District	Municipality / Parish / Location	Sheet / Plan	Plot No.	Share
PR10071		0/21231	Famagusta	Paralimni	0/2-289-380	339	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

ANNEX V
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 / Parish / Location	Sheet / Plan	Plot No.	Share
PR10071		0/21231	Famagusta	Paralimni	0/2-289-380	339	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.

Signature.....

Name.....

Tel.....

E-mail.....

Date: