



## Sale by registration | Kaya Cyprus 9

### Object

A plot of long lease land with a dwelling house thereon, located at Kaya Cyprus 9, registered with the land registration office Kadaster Bonaire; division 4, section G, number 2704, with a total size of approx. 749 m2. The right of long lease until December 4, 2066.

### Indication price

The indication price is **USD 440.000,- buyers costs.**

All costs of transfer, including notary costs, transfer tax, land registration costs and applicable sales tax, are at the expense of the buyer.

### Sales procedure

*Public sale via (un) conditional bid by means of registration*

With this sales procedure, the seller offers the opportunity to make an offer under any conditions. Further conditions for the sales procedure;

- A bid is irrevocable and cannot be unilaterally withdrawn by the bidding party and therefore remains valid until the seller awards to one of the bidders.
- After the period of registration has expired, the acceptability of the unconditional and conditional offers will be examined. The seller then investigates the risks associated with any conditions set in relation to the amount of the bid. It is then determined what an acceptable offer is and whether the object can be sold.
- When there is a winning bid, a purchase agreement is drawn up by seller. The bidder is then given the time to make any conditions unconditional.
- Seller reserves the right not to sell if the price offered in combination with any conditions are not acceptable.
- Bids are not made public.

### Making a bid and the period of registration

Bids can only be made on a registration form that is enclosed in Appendix 2 of this document.

The bidder must complete and sign this registration form in its entirety. Only the registration form in appendix 2 should be sent as a scan by e-mail to [info@sunbeltbonaire.com](mailto:info@sunbeltbonaire.com)

### **The registration period ends at April 25<sup>th</sup> 2025 – 2:00 pm local time.**

Bids that are made in a different way are deemed not to have been made and are not included in the registration procedure

When making a bid, the bidding party declares that it agrees with the buyer information as shown in Appendix 1 of this document.

### Appendix

1. Buyers information
2. Registration form



## Appendix 1 – Buyers information

- The notary only accepts **funds** from an account number in the name of the person mentioned on the deed of sale. Funds sent from other senders will be returned.
- A **verbal agreement is binding** and legal according to BES-law. The purchase/sale is done from the moment you receive confirmation that the seller accepted the offer (including possible conditions). From this moment on, neither buyer nor seller can withdraw unilaterally. After the acceptance of your offer, you can't include additional conditions (other than already known to seller). After all: the deal is closed. Therefore, it is very important to include all conditions you may have at the time of your initial offer.
- Signing of the **purchase/sales agreement** is a written confirmation of all that has been agreed on verbally. Signing of the purchase/sales agreement is simply the follow-up the binding verbal agreement. The purchase/sales written agreement is sometimes called "preliminary purchase/sales agreement". This does not mean that this written agreement is not binding. Also this written agreement is binding. It simply means that it is preliminary to the deed of transfer of title which will be signed at the civil law notary office on the day of the juridical transfer.
- In the applicable BES law there is **no "cooling-off period"**. A cooling-off period (customary in The Netherlands) does not exist at all on Bonaire.
- The purchase/sales agreement will be drawn up using a standard template. Using the standard template, it is normally included that the buyer, in order to provide security for his obligations to the seller, delivers a **bank guarantee/deposit** of 15% of the purchase price. This security must be deposited/wired into the escrow account of the civil law notary. This is a customary stipulation and is included commonly in the purchase/sales agreement. This security must be delivered/wired latest two weeks counting from the date of the actual/verbal agreement.
- In case you have made an offer with the **condition of approval of financing**, this will be included in the purchase/sales agreement. In general we use a period of 6 weeks, starting from the day of the verbal agreement is made. This means that at latest 6 weeks after the actual/verbal agreement, you can dissolve the agreement in the unlikely event you can't get approval of financing from a registered/recognized financial institution. In the purchase/sales agreement, a maximum amount or percentage, will be mentioned as part of the condition. For residents with income on Bonaire, a maximum of 80% of the fair market value is standard. A minimum of 20% of the purchase price plus buyers cost must be put down by buyer and can't be included as part of the resolutive condition. This means that, in case a financial institution is willing to provide financing of 80% of the purchase price, the condition of financing becomes void and the purchase/sales agreement can't be dissolved based on this condition.  
For non-residents of Bonaire with an income abroad, the percentage is 70%. In this case, you need to put down 30% plus buyers cost and this can't be included in the condition of financing.  
In case your financial institution does not provide you with financing, you'll need to communicate this by means of a written notification of dissolution (together with a letter of your bank as proof) to the seller or selling agent before the expiration date of obtaining financing. There should at least be



*rejections of two different registered/recognized financial institutions. Only then, will the purchase/sales agreement be dissolved.*

- *A home that is sold must be sold in accordance with Article 17 of the BES Civil Code and transferred “free from all special charges and restrictions except that which the buyer has accepted”. This means that the seller has to inform his broker and/or buyer about known defects, special charges and restrictions. The seller of the property therefore has a **duty of disclosure**. The home must possess the properties required for normal use. Seller is responsible for the absence of defects that impede this normal use whether they are visible and/or plausible. For the presence of other (hidden) defects, the seller is not, in principle, liable. The risk for this rests with the buyer. The aforementioned duty of disclosure of the seller does not release a buyer from its own **obligation to investigate**. As a buyer, you will also have to clearly state what your intended use for the property is.*
- *In case the real estate is located in one of the following areas; Sabadeco, Santa Barbara, Sabal Palm, La Palma, Suikerpalm, Bona Bista, Oud Lagoen, Pure 36, Vista Royal or Sonrisa di Lac the undersigned declares that he or she has received, read and understood the **rules and regulations of the subdivision plan**. These rules and regulations are indissolubly attached to this purchase/sale and will be integrally copied into the deed of transfer of title.*
- *In case the real estate is part of an **Home Owners Association (HOA)**, the undersigned declares that they have received all information in regards to the HOA as well as the deed of division, special provisions, regulations and financial overview of the HOA.*
- *The undersigned accept explicitly all **special charges and limitations** resulting from the relating plan provisions and/or agreements belonging to the right of apartments.*
- *The undersigned has received the information in regards to the **zoning plan** applicable on the real estate, otherwise known as “Ruimtelijk Ontwikkelingsplan Bonaire”.*
- *The undersigned has received the following documents;*
  - *Buyers and sellers information (version September 2023)*
  - *Offer information (version September 2023)*
- *The **buyers cost** of approximately 6,5% are additional to the purchase price. These additional costs, comprising of 5% transfer tax, and civil law notary fee and registration at land registry. The civil law notary can inform about the exact amount.*
- ***Other possible cost** can be (but are not included in the buyers cost): cost of appraisal report, handling fee for your mortgage, bank guarantee, moving, utility services, television/internet services, decoration cost and possible purchase of furniture.*
- *If you have renovation plans, it is recommended that you bring a contractor, architect or constructor with you for a second or later viewing. You have a responsibility with regard to information that can be obtained from the municipality and other public services.*



## Appendix 2 – Registration form

Name : .....

Initials : .....

Date of birth : .....

Place of birth : .....

Address : .....

.....

Phone number : .....

e-mail address : .....

Passport- or Sedula number : .....

Acting on behalf of a company : ☐ yes / ☐ no

Company name : .....

Company registration number : .....

The undersigned declares that he/she agrees with the terms and conditions of sale as well as the buyer information as described in the document: *"Sale by registration / Kaya Cyprus 9 Document version 14042025"*

The undersigned submits the following one-off offer for the immovable property using this form;  
"Kaya Cyprus 9, land registration number; 4-G-2704, size 749 m<sup>2</sup>"

Bid: USD ..... Plus buyers costs,

In writing: .....American Dollars, plus buyers costs

Conditions:

.....  
.....  
.....

Signed for approval **together with a copy of valid identification,**

.....

Date:

Place: