

CONSEJO SHORES Ltd. (CSL)

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OFFER TO PURCHASE

This Purchase and Sale Agreement (the "Agreement") is made as of **[Date]** between the following parties:

1. Parties.

The **Seller(s)** _____ agree to sell and transfer the Property described below to the **Buyer(s)** _____, and the Buyer(s) agree to purchase it from the Seller(s), all in accordance with the laws and regulations of Belize.

2. Property.

Legal Description: **Consejo Section, Block 1, Parcel # _____, Corozal District, Belize.**
Inclusions: Land and all buildings/improvements; appurtenant rights, privileges, and easements (if any).

- a) **Condition:** Property is sold "as is, where is" with transferable Fee Simple Title.
- b) If applicable, an **inventory** of items included in the sale shall be provided within **ten (10) business days** of acceptance.

3. Purchase Price and Deposit.

- a) **Purchase Price:** USD _____ (USD\$ _____).
- b) **Deposit:** USD _____ (USD\$ _____).
Due within **ten (10) business Days** of acceptance and to be held in escrow by the Closing/Escrow Agent. (This offer is not valid until the Offer to Purchase documents are fully executed and the designated Escrow/Closing Agent has received the deposit.)
- c) **Balance:** USD _____ (USD\$ _____) payable per the Closing Agent's instructions, no later than **five (5) business days** before the Closing Date.
- d) **Proof of Funds:** Buyer will deliver acceptable proof of funds to the Closing Agent within **ten (10) business Days** of acceptance

4. Due Diligence.

- a) **Right To Inspect:** The Buyer elects to proceed as follows (**choose one and initial**):
 - i. **Conduct Inspections:**
The Buyer may conduct inspections at the Buyer's expense within **ten (10) Business days** of acceptance. If the Purchaser does not raise any objection or requisition regarding the Title or the boundaries or condition of the Property within the said period, all such objections and requisitions shall be deemed to have been waived, and the condition and Title of the Property accepted.
Buyer's Initials: _____
 - ii. **Waive Inspections:** The Buyer waives all rights to inspect the property. The Buyer accepts the property in "as-is" condition and understands that the Deposit will not be refunded due to the property's physical condition. This waiver does not affect claims for fraud, willful misrepresentation, or known hidden defects concealed by the Seller. Buyer's Initials: _____.

- iii. **Sight-Unseen Acknowledgment** (if applicable): Buyer acknowledges that they have/had the opportunity to inspect the Property personally or to obtain inspections and due diligence, and proceed at their own discretion. This does not waive claims for fraud or misrepresentation, or known hidden defects concealed by the Seller. Buyer's Initials: _____.
- b) **Boundary Markers:** To the Seller's best knowledge, there are no boundary disputes; if markers are lost or in dispute, the parties will cooperate to obtain replacement or verification, at Seller's cost unless otherwise agreed.
- c) **Clear Title:** If the title is not clear of liens/encumbrances/encroachments, the Buyer may terminate the transaction and receive a full refund of all sums paid, less third-party search/filing fees actually incurred.

5. Taxes, Fees, and Prorations.

- a) **Seller(s):** Seller(s) agree to pay Land Taxes and Consejo Shores Parks & Roads Trust Ltd. (CSPRTL) fees up to (and including) the day before Closing. The purchaser is responsible thereafter.
- b) **Buyer(s):** Buyer(s) shall be responsible for payment of all closing costs, including but not limited to registration fees, legal fees, transfer fees, stamp duty, and all applicable fees payable to Consejo Shores Parks & Roads Trust Ltd. (CSPRTL), prorated from the closing date through December 31 of the current calendar year.
- c) **Stamp Duty:** Buyer(s) acknowledge that the Government of Belize conducts an independent property valuation at the time of transfer. Stamp Duty is assessed on the government's assessed value, which may exceed the agreed purchase price. In the event the assessed value is higher than the purchase price, Buyer(s) shall be responsible for payment of Stamp Duty based on the higher assessed amount.
- d) **Currency/Exchange:** The Buyer is responsible for all bank charges, transaction fees, and exchange rate costs to ensure the Closing Agent receives the full USD amounts.
- e) **Commission & GST:** Any commission due to CSL or co-brokers, and any applicable GST on such commission, shall be paid per separate agency/listing agreements and settled by the Closing Agent from sale proceeds where applicable.

6. Escrow and Closing.

- a) **a) Escrow and Closing Agent:** The escrow and closing services for this transaction shall be performed by an agent to be designated within five (5) business days following acceptance of this Agreement.
- b) **Escrow Instructions:** The parties authorize the Agent to act per written escrow instructions consistent with this Agreement, including proration, disbursements, release of any holdbacks, and processing the Transfer of Land documents in favor of the Buyer(s) once the complete purchase price is satisfied.
- c) **Delivery of Originals & Transfers:** The Original Land Certificate/Title and executed transfer instruments must be delivered to the Agent no later than **five (5) days** before Closing to enable filing/registration in favor of the Buyer(s).
- d) **"Closing"** happens when the Agent receives all funds (including closing costs) and releases the proceeds to the Seller(s).
- e) **Closing Date:** on or before _____ . Time is of the essence. One (1) automatic extension of up to fifteen (15) days applies for delays outside the parties' control; further extensions require the written consent of both parties.
- f) **Procedural Extension Authority:** The Agent may extend the Closing Date once by up to fifteen (15) days to complete administrative requirements (e.g., registration, instrument acceptance, documentary issues) provided both parties are diligently performing.

7. Possession.

Exclusive, vacant possession shall be granted on the Closing Date, unless otherwise agreed in writing.

8. Consejo Shores Protective Covenants & Community Agreements.

- a) The Property is subject to the Consejo Shores Protective Covenants, Consejo Shores Building Procedures, CSPRTL Annual Fee, CSPRTL Road Heavy Use Fee, Parks and Roads Use Guidelines, and the Relevant Developed Area Map (collectively, the "Community Documents").
- b) Buyer acknowledges receipt of and agrees to comply with the Community Documents. Copies are attached or incorporated by reference as Exhibits A-F.

9. Central Bank Approval; Compliance.

- a) If the transaction involves a Resident and a Non-Resident, the parties shall cooperate in obtaining any required Central Bank approvals or bank comfort.
- b) Each party will provide KYC/AML (Know Your Customer/Anti-Money Laundering) information reasonably required by the Agent. Buyer and Seller each represent that funds used/received are not the proceeds of unlawful activity and that neither party nor any beneficial owner is subject to applicable sanctions lists to their knowledge.
- c) Privacy Consent: The parties consent to the collection, use, and disclosure of their personal information/documents to the Agent, relevant authorities, and banks strictly for purposes of this transaction.
- d) Within **five (5) days** of acceptance,, each party must provide a Certified/Notarized copy of a current passport or identification document that the Land Registry Department and the Central Bank of Belize accept.
Buyer's Initials: _____ Seller's Initials: _____

10. Seller's Representations and Warranties.

Seller represents and warrants at Signing and at Closing that:

- a) Seller holds a clear, marketable, legal, Fee Simple Title.
- b) There are no unpaid land taxes or expenses, and all will be settled at closing.
- c) No pending actions or claims are impacting the Property.
- d) No compulsory acquisition or condemnation is pending.
- e) No one is in adverse possession.
- f) There are no boundary or fence disputes.
- g) Seller will sign and provide all documents needed to transfer ownership. These representations and warranties remain in effect for six (6) months after Closing.

11. Buyer Covenants.

Buyer shall:

- a) Pay the Purchase Price specified herein;
- b) Bear Buyer's taxes/fees;
- c) Provide executed transfer instruments and identification to the Agent within the timelines set by the Agent;
- d) Indemnify the Seller, CSL, and Agent against currency shortfalls caused by bank or exchange fees.

12. Default and Remedies.

- a) **Buyer's Default:** If Buyer fails to complete without lawful excuse after ten (10) days' written notice to cure, Seller may terminate and retain the Deposit as liquidated damages up to ten percent (10%) of the Purchase Price.

- b) **Seller Default:** If Seller fails to provide a transferable freehold title or otherwise defaults and does not cure within ten (10) days after written notice, Buyer may terminate. Seller shall refund all sums paid and pay liquidated damages equal to five percent (5%) of the Purchase Price.

13. Brokerage & Commission.

The parties acknowledge CSL's role as Real Estate Agent/Broker, where applicable. Separate written Agency/Listing agreements govern any commission payable to CSL or co-brokers and shall not be construed as liquidated damages or additional remedies under this Agreement.

14. Additional Terms / Possession Arrangements (if any).

- a) _____.
- b) _____.

15. Dispute Resolution.

The parties shall first attempt to resolve disputes by good-faith negotiation; failing resolution within ten (10) Business Days after written notice of dispute, either party may propose mediation in Corozal District, Belize. Nothing prevents a party from seeking urgent injunctive relief.

16. Death; Assignment.

- a) If the Seller(s) or Buyer(s) die during the term of this contract, this agreement shall be binding on their heirs, successors, and beneficiaries, who shall proceed to conclude the terms of this contract within 6 months of the date of death.
- b) Buyer may/may not assign this Agreement without Seller's written consent. Any permitted assignment shall not relieve Buyer of liability unless expressly released by Seller.

17. Governing Law; Jurisdiction; Party Details.

The laws of Belize govern this Agreement, and the parties submit to the exclusive jurisdiction of the Belize courts.

18. Notices; Deemed Receipt.

All notices shall be in writing and delivered by hand, courier, or email to the addresses provided by the parties. Email notices are deemed received on the next business day after sending them unless a bounce-back is received.

19. General.

- a) Entire Agreement; Amendments: This Agreement constitutes the entire agreement and supersedes all prior discussions. Amendments must be in writing and signed by both parties.
- b) Counterparts; Electronic Signatures & Delivery: Counterparts and electronic signatures are valid. Delivery by email (PDF scans) is effective; originals to follow if requested.
- c) Severability: If any provision is invalid or unenforceable, the remainder remains in effect.

20. Validity.

Seller (s) shall have until _____ Belize time on the _____ day of _____ to sign this agreement. A copy hereof shall be signed by the Buyer and the Seller, signifying acceptance of this offer, and returned to the Buyer; otherwise, this offer shall be considered rejected.

Exhibits (incorporated by reference):

- Exhibit A – Consejo Shores Protective Covenants
- Exhibit B – CSPRTL Annual Fee
- Exhibit C – CSPRTL Road Heavy Use Fee Schedule
- Exhibit D – Consejo Shores Building Procedures / No-Objection Process
- Exhibit E – Parks and Roads Use Guidelines
- Exhibit F – Relevant Developed Area Map

Offer and Acceptance.

The Buyer offers to buy the Property for the price and terms here. Acceptance creates a binding contract on these terms. This Agreement is the entire Agreement, and the Buyer acknowledges that no other representations influenced it. Neither this Agreement nor any modification is binding until signed by the Seller or their agent.

Buyer’s Signatures

Buyer(s) Name Print

Buyer(s) Signature Date

Buyer(s) Name Print

Buyer(s) Signature Date

Seller(s) Response: The undersigned Seller(s) have read and fully understand the foregoing offer and accept it, agreeing to the terms and conditions. They also agree not to sell, mortgage, or convey the property during this contract's term. The Seller commits to maintaining the property's current condition and not doing anything that would reduce its value.

Seller’s Signatures

Seller(s) Name - Print

Seller(s) Signature Date

Seller(s) Name - Print

Seller(s) Signature Date

Agent Information

Buyer’s Agent’s Name - Print

Buyer's Agent’s Brokerage

Buyer’s Agent’s Email

Buyer's Agent’s Cell/WhatsApp Number

Seller’s Agent’s Name - Print

Seller's Agent’s Brokerage

Seller’s Agent’s Email

Seller's Agent’s Cell/WhatsApp Number