

## **REAL ESTATE PURCHASE PROPOSAL**

Blulake Real estate di Annalisa Nicolini e c. s.a.s. - REA n. MI-2597529 - CF/PIVA n. 11362640960

The undersigned \_\_\_\_\_ born at \_\_\_\_\_ on \_\_\_\_\_ residing at \_\_\_\_\_ Via \_\_\_\_\_ n. \_\_\_\_\_ tel. \_\_\_\_\_ C.F.: \_\_\_\_\_ e-mail \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as "Proponent Through the real estate agency Blulake Real Estate di Nicolini Annalisa e c. s.a.s., with registered office in \_\_\_\_\_ Cf/P.Iva n. \_\_\_\_\_, written in the business register of the of companies of the CCIA of \_\_\_\_\_ REA no. \_\_\_\_\_ PEC box \_\_\_\_\_ in the person of \_\_\_\_\_ with professional insurance policy no. \_\_\_\_\_ taken out with the company \_\_\_\_\_ with a maximum cover of € \_\_\_\_\_ registered at \_\_\_\_\_ hereinafter referred to as the "Real Estate Agency".

### **IRREVOCABLY PROMISES TO PURCHASE**

The property described below, including the proportional share of the common parts under the conditions described below

#### **1) PROPERTY DESCRIPTION**

Municipality \_\_\_\_\_ Via \_\_\_\_\_ n. \_\_\_\_\_ property in the name of \_\_\_\_\_ intended use \_\_\_\_\_ composition \_\_\_\_\_ deed of provenance \_\_\_\_\_ land registry data: Foglio \_\_\_\_\_ Mappale \_\_\_\_\_ Sub \_\_\_\_\_ categ. cat. \_\_\_\_\_ class \_\_\_\_\_ rooms/sq.m. \_\_\_\_\_ value € \_\_\_\_\_ e Foglio \_\_\_\_\_ Mappale \_\_\_\_\_ Sub. \_\_\_\_\_ categ. cat. \_\_\_\_\_ class \_\_\_\_\_ rooms/sqm \_\_\_\_\_ Value € \_\_\_\_\_

- ☐ free
- ☐ occupied by the owner and free at the time of the deed ☐ rented at the current annual rent of € \_\_\_\_\_ (euro \_\_\_\_\_) with contract expiring on \_\_\_\_\_. The Seller shall deliver to the Estate Agent the following documents:
- ☐ copy of the deed of provenance
  - ☐ copy of the cadastral plans
  - ☐ condominium regulations
  - ☐ other \_\_\_\_\_

#### **a) SELLER'S DECLARATIONS**

- The Seller declares that: with regard to the conformity of the property with the building and town planning regulations \_\_\_\_\_
- with regard to the conformity of the implementations to the visional products \_\_\_\_\_
- with regard to the conformity between the cadastral record and the state of the premises \_\_\_\_\_

- with regard to the existence of prejudicial inscriptions and/or transcriptions
- with regard to energy certification: ACE/APE certificate issued on: \_\_\_\_\_  
(the real estate agent may not carry out any advertising until he is in possession of the APE)
- with regard to condominium expenses:
- Ordinary management expenses approximately € \_\_\_\_\_ (euro \_\_\_\_\_) per year;
- Extraordinary expenses resolved in the last financial year about € \_\_\_\_\_ (euro \_\_\_\_\_);

**The Seller, by accepting this proposal, guarantees the truthfulness of the above description and the state of the property.**

## **2) PURCHASE PRICE OFFERED**

€ \_\_\_\_\_ (euro \_\_\_\_\_)

## **3) TERMS OF PAYMENT**

### **a) To the present proposal:**

€ \_\_\_\_\_ (euro \_\_\_\_\_) shall be paid upon signature of this proposal, in the hands of the Estate Agent who will issue a receipt by way of deposit by cheque \_\_\_\_\_ n. \_\_\_\_\_ not transferable, made out to the Seller, drawn on the bank \_\_\_\_\_ agency of \_\_\_\_\_. In the event of acceptance of this proposal, this sum will become a fiduciary deposit. CONFIRMATORY DEPOSIT without prejudice to the provisions of Article 8 below.) In the event of In the event of rejection of this proposal by the Seller, the Proposer shall have the right to immediate restitution by the Seller. In the event of rejection of this proposal by the Seller, the Proponent shall have the right to immediate restitution by the In case of non-acceptance of this proposal by the Seller, the Estate Agent shall have the right to immediately return the amounts given to him as deposit.

### **b) Subsequent Payments:**

€ \_\_\_\_\_ (euro \_\_\_\_\_) no later than \_\_\_\_\_ by cheque

- ☐ bank draft non-transferable
- ☐ bank draft

€ \_\_\_\_\_ (euro \_\_\_\_\_) no later than \_\_\_\_\_ by cheque

- ☐ banker's draft non-transferable
- ☐ bank draft.

### **c) Balance at the notarial deed**

- ☐ by non-transferable bank draft
- ☐ with the intervention of a financing institution chosen by the Applicant.

In this second hypothesis, the amount of the financing will be made available to the Seller at the time of the deed. The notarial deed shall be stipulated by \_\_\_\_\_ by the Proponent or by a natural person and/or legal entity to be appointed at the time of the notarial deed, at the Notary's Office with its registered office at \_\_\_\_\_. Any expense, tax or duty relating to the purchase shall be borne by the Proponent, with the sole exception of those only those, by law, to be borne by the Seller. The property in question, at the time of the notarial deed, must be free of charges and encumbrances, prejudicial transcripts, pledges, mortgages, etc., foreclosures, mortgage inscriptions, and be in compliance with building and urban planning regulations. It shall be transferred in

the state it is in, as seen and liked, with all active and passive easements, as well as in order with the payment of expenses condominium expenses.

#### **4) DELIVERY OF THE PROPERTY**

The property shall be delivered on the date of \_\_\_\_\_ free of things and persons (unless it is occupied by a tenant as indicated in point 1), with the obligation of the Seller to keep it until then with the diligence of a good father.

#### **5) TERM OF IRREVOCABILITY OF THE PROPOSAL**

This proposal is irrevocable until 24.00 hours on \_\_\_\_\_ inclusive.

#### **6) COMMUNICATION OF THE PROPOSAL**

The Estate Agent undertakes to give immediate notice of this proposal to the Seller.

#### **7) CONCLUSION OF THE CONTRACT (PRELIMINARY CONTRACT)**

The present proposal will become a contractual obligation (PRELIMINARY CONTRACT) as soon as the Proponent has knowledge of the Seller's acceptance of the proposal; the relative communication may be sent to the Proponent also through the Estate Agent by means of telegram or registered letter with return receipt or PEC to a.r. or PEC to the following address \_\_\_\_\_, or fax to the following number \_\_\_\_\_.

#### **8) RESOLUTIVE CONDITION**

If the contractual agreement is concluded, as provided for in art. 7) above, the contracting Parties, Buyer and Seller, agree to subject the effectiveness of the preliminary contract thus concluded to verification, to be carried out by means of special surveys, of the situation regarding prejudicial registrations and/or transcriptions of the property as indicated in point 1a) above. The Estate Agent hereby undertakes, by signing at the end of this proposal, to execute, at his own risk, to carry out, at his own care and expense, according to verification within the term of \_\_\_\_\_ days from the completion of the aforementioned contractual obligation. The deposit cheque referred to in point 3a) will be, by the will of the contracting parties, delivered to the Seller by the Estate Agent only if the check confirms what the Seller has declared. Otherwise, the preliminary contract will definitively lose its effectiveness and the cheque will be returned to the Proponent.

#### **9) MEDIATION FEE AND RESTITUTION OF AMOUNTS**

- a) The Proponent declares that he acknowledges and accepts the mediation of the Real Estate Agent, in favour of whom he undertakes to pay a commission of \_\_\_\_\_ % ( \_\_\_\_\_ per cent) + VAT on the amount of the commission. ( \_\_\_\_\_ percent) + VAT on the purchase price on the date foreseen for the first payment payment referred to in point 3b) or, failing that, within 30 days from the date of the communication of acceptance of this proposal;
- b) If the Seller does not accept this proposal, the Proponent shall be entitled to the immediate return by the Real Estate Agent of the amounts given to him as a deposit.

## 10) REGISTRATION AND EXPENSES

Pursuant to art. 5 DPR 131/1986 this proposal, if executed as a contractual obligation, shall be registered within 20 (twenty) days. The registration costs will be borne by the Proponent. The Estate Agent undertakes to proceed with the registration of the accepted purchase proposal upon delivery to him of at least two copies of the same, with original autograph signatures, and of the relative financial provision necessary to proceed with the payment of the amount due for registration.

## 11) NOTES

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Place and date

Signature of the Applicant

\_\_\_\_\_

\_\_\_\_\_

Estate Agent Signature (for receipt of the cheque by way of of fiduciary deposit and acceptance of of the assignment to carry out the verification referred to in point 8)

Place and date

Signature of the Proponent

\_\_\_\_\_

\_\_\_\_\_

## SELLER'S ACCEPTANCE

The undersigned \_\_\_\_\_ having taken note of the contents of this proposal declares/renounces to accept it in full, confirming all that is foreseen in points points 1), 1a), 3), 4) and 7bis) as well as the express termination clause in point 8).

Place and date

Seller's signature

\_\_\_\_\_

\_\_\_\_\_

## WITHDRAWAL OF THE ACCEPTED PURCHASE PROPOSAL

The undersigned \_\_\_\_\_ declares that he/she has received a copy of the purchase proposal duly accepted by the Seller.

Place and date

Signature of the Proponent

\_\_\_\_\_

\_\_\_\_\_