

# PRIVATE CONTRACT

# **REVOCABLE PURCHASE PROPOSAL OF REAL ESTATE UNIT**

| The undersigned |                        | born in                             | on            | , |
|-----------------|------------------------|-------------------------------------|---------------|---|
| residing in     | at                     | , email address                     | , PEC address |   |
| hei             | reinafter also referre | d to as " <b>Promissory Buyer</b> " |               |   |

# WHEREAS:

- The company Arras Group S.p.A., headquartered in Milan, Largo Domodossola No. 7, tax code, VAT No. and registration number with the Register of Companies of Milan 11311540964, REA No. MI - 2593794 ( "Arras"), or other company controlled by the latter pursuant to Article 2359 of the Italian Civil Code, (the "Promissory Seller") plans to carry out a building intervention with Residential use on an area owned by it, called the "BADESI MARE" project to be built as per the executive project submitted in the Municipality of Badesi (SS) and to be registered at the SUAPE of the same Municipality. Intervention located in Badesi (SS) Località Li Tarabuzzi Promoted by the Arras Group;

- the eventual acceptance of this proposal will not determine translative effects of ownership, but only the obligation to enter into the preliminary contract of sale.

# All this being stated, the following is agreed and stipulated

## **1. PREMISES AND ANNEXES**

The premises and annexes are an integral and substantial part of this contract

# **2. SUBJECT MATTER**

The undersigned, hereby revocable proposal, undertakes to purchase, for himself or a person to be named, the real estate unit of future construction identified as unit "**Villa 4**" (hereinafter, the ''Real Estate Unit'')

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and the related appurtenance consisting of the **parking space** identified as "**P4**" (hereinafter, the '**Parking Space**'') of the ''**Blue Sea Castellaneta**'' project, as better identified in the plan attached to this proposal under letter A, unless better description will be indicated in the final purchase and sale agreement. The price offered for the Real Estate Unit is **Euro 309.000,00**, plus statutory VAT and **Euro 10.000,00**, plus statutory VAT, for the Parking Space, thus amounting to a total price of **Euro 319.000,00**, plus statutory VAT (**the ''Price''**).

The Promissory Buyer declares that he has examined the technical specifications and construction plans for the "**Blue Sea Castellaneta''** project, the Real Estate Unit and the Parking Place, which are therefore to his liking. The undersigned declares, moreover, to be aware that the indications of a technical and design nature reported in Annex A may be subject to change either as a result of requests made by the competent bodies, or due to technical implementation and/or construction site requirements.

# **3. TERMS OF PAYMENT**

The Price will be paid, by bank transfer to the following coordinates:

## c.c. intested to:

# BADESI MARE SRL BANCA CREDIT AGRICOLE SEDE DI MILANO – VIA ARMORARI N. 4 IBAN: IT18A0623001627000047652781BIC SWIFT: CRPPIT2P227

will indicate to the Promissory Purchaser, according to one of the two essential terms and methods: □ Option 1

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- Euro 10.000,00, to be made at the same time as sending this proposal, as a non-interest-bearing security deposit, to be charged as a down payment in the event of acceptance of this proposal; in case of non-acceptance of this proposal or in case of revocation of this proposal within the terms provided for in Article 6 below.
- Euro 79.750,00 equal to 25% of the Price (of which Euro 10.000,00 has already been paid with this revocable proposal), at the time of signing the preliminary sales contract, as a confirmation deposit, to be attributed to the price at the time of signing the definitive contract.
- Euro 239.250,00 equal to 75% of the Price plus statutory, upon delivery of the Real Estate Unit and the Parking Space according to the timetable set forth in the preliminary purchase and sale agreement.

# **Option 2 - payments based on the progress of construction with a 3% discount**

- Euro 30.943,00, equal to 10% of the price, to be paid concurrently with the submission of this proposal as a down payment in case of acceptance of this proposal;
- Euro 46.414,50 equal to 15% of the price plus legal VAT, at the time of signing the preliminary sales contract, as a confirmation deposit, to be attributed to the price at the time of signing the definitive contract.
- Euro 232.072,50, equal to 75% of the price plus legal VAT according to the progress of the works as follows:
- Euro 61.886,00 equal to 20% of the price plus VAT at the time of the completion of the ground floor walls, as an advance payment;
- Euro 61.886,00 equal to 20% of the price plus VAT at the time of the laying of the first floor slab, as an advance payment;

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- Euro 61.886,00 equal to 20% of the price plus VAT at the time of the installation of the systems, as an advance payment;
- Euro 46.414,50 equal to 15% of the price plus legal VAT as the balance payment at the Notarial Deed and delivery of the Property Unit.

# 4. PRELIMINARY CONTRACT.

The preliminary contract shall be stipulated **within 15 days** from the eventual acceptance of this proposal. All notarial expenses for registration, transfer, VAT and any other expense inherent or otherwise related to the preliminary and final contract of sale will be borne exclusively by the Promissory Buyer.

## 5. LIENS

The Real Estate Unit and the Parking Space shall be transferred free of encumbrances, persons or things, mortgages, prejudicial inscriptions and transcriptions, urban and fiscal burdens and third-party rights in general and in compliance with current building and urban regulations.

## 6. **REVOCABILITY OF THE PROPOSAL**

This proposal may be revoked within **15 days** from the date of its signing by the Promissory Buyer. After this period, the proposal will automatically become irrevocable.

## 7. COMPETENT COURT

The Court of Milan shall have jurisdiction over any dispute concerning this purchase proposal.

# 8. PRIVACY

Personal data communicated in the context of this proposal will be processed in accordance with EU Regulation no. 679/2016 (GDPR), D. lgs. 196/2003 and ss.mm.ii, as well as the provisions and guidelines issued by the Italian Data Protection Authority.

Annex A: Technical documentation (floor plan).

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The Promisee Buyer

Promisor Seller

City and Date

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