



**PRIVATE CONTRACT
IRREVOCABLE PURCHASE PROPOSAL OF REAL ESTATE UNIT**

The undersigned _____ born in _____ (____)
on _____, residing in _____ (____) Street _____,
email address _____, PEC address _____
hereinafter also referred to as "**Promissory Buyer**"

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 SUAP 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 irrevocable proposal, undertakes to purchase, for himself or a person to be named, the real estate unit of future construction identified as unit "**SMART 1**" (hereinafter, the "**Real Estate Unit**") and the related appurtenance consisting of the **parking space** "SMART 1" identified as "**P1**" (hereinafter, the "**Parking Space**") of the "**BADESI MARE**" 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 **212.000.00**, plus statutory VAT and Euro **10,000.00**, plus statutory VAT, for the Parking Space, thus amounting to a total price of Euro **222,000.00**, plus statutory VAT (the "**Price**").

The Promissory Buyer declares that he has examined the technical specifications and construction plans for the "**BADESI MARE**" 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:

ARRAS GROUP S.P.A.

Via Domodossola n°07, 20145, Milano (MI)

Web www.arrasgroupspa.com | **Tel.** +39 079 58 28 81 | **E-mail** amministrazione@arrasgroupspa.com

P.IVA 11311540964



ARRAS GROUP SPA

IBAN IT53P0310404804000000400262

BIC-SWIFT: DEUTITM1594

will indicate to the Promissory Purchaser, according to the following essential terms and methods:

- **A) Euro 22.200.00**, equal to **10% of the Price**, to be paid at the same time as sending this irrevocable proposal, to be charged as a **deposit** in the event of acceptance of this proposal;
- **B) Euro 44,400.00**, equal to **20% of the Price** at the time of the signing of the **preliminary purchase and sale agreement**, to be charged as a down payment in the event of the signing of the final purchase and sale agreement
- **C) Euro 155,400.00** equal to **70% of the Price**, as the balance at the time of **notarization** and delivery of the Real Estate Unit and the Parking Space, according to the timelines set forth in the preliminary purchase and sale agreement.

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- **As an alternative to item C) above**, the Promissory Buyer may opt for **progress payment, with a discount of 3% of the listing price**, as per the following schedule:

- o **Euro 29,748.00**, equal to **20% of the Price** at the time of the masonry work, to be charged as a down payment when the **final purchase and sale agreement** is signed;
- o **Euro 29,748.00**, equal to **20% of the Price** at the time of the laying of **the first slab**, by way of down payment, to be charged by way of down payment at the time of the signing of the final sale and purchase agreement;
- o **Euro 29,748.00**, equal to **20% of the Price** at the time of the **installation of the facilities**, by way of down payment, to be charged by way of down payment at the time of the signing of the final purchase and sale agreement;
- or **Euro 59,946.00**, equal to the **balance of the Price**, at the time of **notarization** and delivery of the Real Estate Unit and Parking Space, in accordance with the timelines set forth in the preliminary purchase and sale agreement.

The Promissory Seller undertakes, at the date of signing the preliminary purchase and sale agreement, to issue in favor of the Promissory Buyer an appropriate insurance surety issued by a leading company.

4. PRELIMINARY CONTRACT.

The preliminary contract, shall be stipulated within 30 days from the eventual acceptance of this proposal and shall be drawn up in accordance with the text attached to this writing under letter B.

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.

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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. IRREVOCABILITY OF THE PROPOSAL

This proposal is 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, technical specifications, general plan);

Annex B: Preliminary sale and purchase contract.

Annex C: EVENTUAL ACCESSORIES AND FURNITURE CHOSEN DURING RESERVATION.

The Promissory Buyer

City and date:

For acceptance

The Promissory Seller

A handwritten signature in black ink, appearing to be 'E. G.', written over a horizontal line.

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