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Rep. no.

Folder no.

**ITALIAN PURCHASE DEED OF SALE  
ITALIAN REPUBLIC**

In the year two [\_\_\_\_], on the [\_\_\_\_] of the month of [\_\_\_\_]

In [\_\_\_\_], [\_\_\_\_]  
[\_\_\_\_] Before me, , Notary in [\_\_\_\_], registered in the roll of the Notary  
District of [\_\_\_\_], in the presence of the witnesses who declare to know the  
English language,

are appearing:

- (surname) (name) born in [\_\_\_\_] on [\_\_\_\_] and resident in Florence at Via  
Soffici 15 [\_\_\_\_], who declares that he is taking part in this deed not in a  
personal capacity but as a special attorney of:

- (surname) (first name) born in [\_\_\_\_] on [\_\_\_\_], resident in  
[\_\_\_\_],

Italian tax number [ITALIAN FISCAL CODE],

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domiciled for the purposes of this deed in [\_\_\_\_] by virtue of the  
special power of attorney authenticated by Notary [\_\_\_\_] of  
[\_\_\_\_] on [\_\_\_\_], which is attached hereto under the letter "A"  
and which the Attorney declares to be still valid, effective and not revoked;

- the buyer -  
and

- (surname) (name) born in [\_\_\_\_] on [\_\_\_\_] and resident in [\_\_\_\_],

Italian tax number [ITALIAN FISCAL CODE if you do not have an Italian Fiscal code, please apply here

who declares that he is a [\_\_\_\_\_] citizen, that he does not know Italian and that he wishes to express himself in English, language known to me,

- The seller -

Said appearing parties, of whose personal identity I am certain, upon declaration that neither the selling party nor the buying party is related by blood or marriage or in a civil partnership, or that they are considered as such for gift tax purposes, agree and stipulate as follows.

ARTICLE 1) The seller sells to the buyer, who accept and purchase, each for the share of 1/2 (one half) and jointly for the whole, the right of full ownership of the following property complex located in the Municipality of [\_\_\_\_\_] , and precisely:

A) Apartment for residential use, with access from Via [\_\_\_\_\_] located on the second floor, identified by the number [\_\_\_\_\_] consisting of a large living room with kitchenette, two bedrooms and accessories, including two bathrooms and a balcony overlooking the internal courtyard with annexed storeroom on the mezzanine level, between the first and second floors, all bordering common areas, the internal courtyard, save any others;

B) Cellar in the basement, measuring approximately six square metres, with access from [\_\_\_\_\_] no. 14, identified by the number [\_\_\_\_\_] bordering on common areas, technical room,, save any others.

Said complex is identified at the Cadastral Registry of Buildings of the Municipality of \_\_\_\_\_ on sheet \_\_\_\_\_, parcel \_\_\_\_\_:

- subaltern \_\_\_\_\_, category \_\_\_\_\_, class \_\_\_\_\_, rooms \_\_\_\_\_, cadastral income euro \_\_\_\_\_, the apartment

- subaltern \_\_\_\_\_ category \_\_\_\_\_, class \_\_\_\_\_, sq.m. \_\_\_\_\_, cadastral income euro \_\_\_\_\_, the cellar, all registered in the name of the selling party (also in accordance with the results of the property registers pursuant to Article 29, paragraph 1 bis, second sentence, Law no. 52 of 1985).

For a better identification of the aforementioned property, express reference is made:

- also for the purposes of the aforementioned Article 29, paragraph 1 bis, first sentence, Law no. 52 of 1985, to the plans filed at the Land Registry, photocopies of which, after illustration, are attached under the letters "C" and "D".

Pursuant to the aforementioned Article 29, paragraph 1 bis, first sentence, Law no. 52 of 1985, the selling party declares that the cadastral data and the aforesaid plans

are in conformity with the factual state and that there are no pending cadastral variation requests yet to be processed.

Included in the sale are the relative rights over the common parts of the entire building as provided by the law and by the Condominium Regulations which are filed together with the millesimal tables, under the letter "D", in a single file, with deed drawn up by Notary \_\_\_\_\_ on \_\_\_\_\_, repertory \_\_\_\_\_ folder no. \_\_\_\_\_, registered at the Agenzia delle Entrate on \_\_\_\_\_ under no. \_\_\_\_\_, series \_\_\_\_\_ and transcribed, for the property in question, at the Land Registry of \_\_\_\_\_ on \_\_\_\_\_ under no. \_\_\_\_\_.

The selling party specifies that:

a) the apartment in question is entitled to the proportionate share of co-ownership of the common parts of the building, namely:

- 52.74 (fifty-two point seventy-four) thousandths of GENERAL PROPERTY
- 41.9 (forty-one point nine) thousandths of STAIRWAY BLOCK
- 41.9 (forty-one point nine) thousandths of ELEVATOR BLOCK,
- 45.19 (forty-five point nineteen) thousandths of DRAIN COLUMN BLOCK;

b) the cellar in question is entitled to the proportionate share of co-ownership of the common parts of the building, namely

- 0.48 (zero point forty-eight) thousandths of GENERAL PROPERTY,
- 0.4 (zero point four) thousandths of BUFALINI STAIRWAY BLOCK

pursuant to Article 1117 of the Italian Civil Code and to the condominium regulations and the attached millesimal tables.

The electric cabinet serving the apartment is located on the ground floor of the building in \_\_\_\_\_, Via \_\_\_\_\_ identified at the Cadastral Registry of Buildings of the Municipality of \_\_\_\_\_ on sheet \_\_\_\_\_, parcel \_\_\_\_\_, sub. \_\_\_\_\_, cat. \_\_\_\_\_, cadastral income euro \_\_\_\_\_, encumbered by the power line and pedestrian easement constituted in favour of "E-distribuzione S.p.A." with registered office in Rome by deed authenticated by Notary \_\_\_\_\_ on \_\_\_\_\_ repertory no. \_\_\_\_\_, duly registered and transcribed in \_\_\_\_\_ under no. \_\_\_\_\_ and \_\_\_\_\_.

ARTICLE 2) The object of sale is transferred as a whole and not by unit of measurement, free from people - including the furnishings and movable property currently present in the apartment and listed in a document signed by the parties separate to this deed - in the state of fact and law in which it is found and that the buying party declares to know and accept, with all its accessories, rights, uses, active and passive easements, appurtenances, accessions, nothing excluded or reserved, as owned and entitled to own by the selling party by virtue of the titles of origin and with all the rights and obligations deriving from the aforementioned Condominium Regulations that the buying party declares to know and undertakes to observe for itself and its assignees in any capacity.

In this last respect, the selling party declares and the buying party acknowledges that with the deed executed by Notary \_\_\_\_\_ of Rome on \_\_\_\_\_, repertory no. \_\_\_\_\_ it has accepted for itself and its assignees, that for as long as " \_\_\_\_\_ " is the owner of the real estate units located within the building of which the property subject of this deed is part, it shall have the following rights:

a) to carry out in the building, within the limits allowed by the building and town-planning regulations in force, variations in the conformation, use and classification of the building units, or parts thereof, and of the relevant systems, of which it is still the owner, without the need to request any authorisation whatsoever from the co-owners, nor to pay any compensation or indemnity;

b) prepare and file, until the sale of the entire Building is completed, deeds of amendment, clarification or modification to the condominium regulations in force and table of ownership thousandths, which may be necessary in relation to the provisions of letter a) above or for any requirements arising during the first condominium management periods, or to correct material and/or formal errors contained therein, or lastly, to supplement the description of the property portions making up the Building, as well as to define, vary and identify cadastrally the individual property units still owned by it, it being understood that the exercise of such power shall in no way impair the consistency and use of the property in question;

c) to perform all those acts and/or sign, with the appropriate entities and/or with the owners of neighbouring buildings, bordering buildings or portions included in the same Building, all the contracts and/or agreements that may be necessary or useful for the best physical/legal arrangement of the Building;

d) display signs for the sale or rental of real estate units owned by it in the common parts of the building, without having to pay any fee whatsoever to the condominium or to the other owners.

ARTICLE 3) The selling party guarantees the full and absolute ownership and availability of what is hereby sold having purchased it from the Italian closed-end alternative investment fund reserved to professional investors, of real estate type, named " \_\_\_\_\_ " with registered office in \_\_\_\_\_ by deed executed by Notary \_\_\_\_\_ of \_\_\_\_\_ on \_\_\_\_\_, repertory no. \_\_\_\_\_ registered in \_\_\_\_\_ on \_\_\_\_\_ under no. \_\_\_\_\_ and transcribed in \_\_\_\_\_ on the same date under no. \_\_\_\_\_.

The selling party furthermore guarantees the complete freedom from burdens, charges, restrictions, third parties with pre-emption rights, tax arrears and duties of any kind, encumbrances, liens including tax liens, prejudicial registrations and

transcriptions, otherwise responding as required by law with the exception of the restrictions already indicated in the above deed executed by Notary \_\_\_\_\_

In the latter regard, the selling party specifies that:

- by deed executed by \_\_\_\_\_ of \_\_\_\_\_ on \_\_\_\_\_, repertory \_\_\_\_\_ folder no. \_\_\_\_\_, registered in \_\_\_\_\_ on \_\_\_\_\_ under no. \_\_\_\_\_ a special town planning agreement was entered into with the Municipality of \_\_\_\_\_ in relation to the redevelopment of the building and other buildings of the then selling party located along Via \_\_\_\_\_ and \_\_\_\_\_ identified by the current Town Planning Regulations of the Municipality of \_\_\_\_\_ in the Transformation Area \_\_\_\_\_, with the following restrictions:

A) obligation of the owner to pay the Municipality the amount of euro \_\_\_\_\_, as "compensation" for the non-transfer of the areas;

A1) provision that, in the event of succession for whatever reason, in the ownership of the buildings before the completion of the operation, the consent of all the owners is required for new permits or variations to permits already issued that entail changes in the intended use of the buildings or portions thereof, or that in any case affect the overall structure of the property complex included in the \_\_\_\_\_ transformation area.

- by said deed executed by Notary \_\_\_\_\_, in respect of said encumbrances, the selling party declared to have paid the said amount of euro \_\_\_\_\_ due for the so-called "compensation";

- also with the aforementioned deed, Mr. \_\_\_\_\_ irrevocably authorised the Seller to submit all the design and town-planning classification variations that he deemed opportune and necessary in view of the completion of the project, as well as to amend the town-planning agreement, if necessary, for such purposes, undertaking, if necessary, to issue the appropriate power of attorney.

The buying party also guarantees to be compliant with the payment of all condominium expenses approved to date, with the exception of any final balances that, by express agreement between the parties, shall be borne by the selling party, as evidenced by the condominium manager's declaration certifying the regularity of the payments and the absence of any extraordinary maintenance expenses approved to date, which the same party delivers to the buyers.

The selling party guarantees against harassment, stating and guaranteeing that there are no third-party claims or proceedings pending or threatened that would in any way impair the freedom, availability or use of the property in question or impair its value in any way; and that it is not aware of any reason why such claims or proceedings might be brought.

The selling party declares and guarantees that it has the full, absolute and exclusive ownership and the free and absolute availability and enjoyment of the property

complex and that it has not transferred and/or disposed of and/or granted in enjoyment, in whole or in part, to third parties the ownership, possession or other real or compulsory right in respect of the said property complex, nor has it entered into any further commitments in this respect.

ART. 4) The sale price was agreed between the parties at \_\_\_\_\_ euros.

The purchasing party, wishing to make use of the right pursuant to art. 1, paragraphs 63 et seq. of Law 27 December 2013 n. 147, as amended by Law 14 August 2017 n. 124 asks me, the Notary, to keep the entire price in deposit, and to release it, once the deed has been registered and publicized in accordance with current legislation, and the absence of further prejudicial formalities with respect to those existing at the date of this deed and resulting from it, in favor of the selling party, or in favor of the purchasing party if prejudicial formalities existing as of today's date or not resulting from this deed come out.

By adhering to the request, I, the Notary, acknowledge that I have received the said sum on the bank account in my name, the Notary, at \_\_\_\_\_ Bank., with the following foreign bank transfers:

. ID no. \_\_\_\_\_ of Euro \_\_\_\_\_ executed on \_\_\_\_\_ from the bank account held in the name of the purchasing party, at the bank

. ID no. of euros executed on the day from the bank account held in the name of the purchasing party at the bank

The release will take place through the following bank transfers:

- Euro \_\_\_\_\_ on the bank account in my name, the Notary, at Banca \_\_\_\_\_, on delegation of the selling party, in favor of the bank account held at the \_\_\_\_\_, , made out to \_\_\_\_\_ for the payment of the mediation referred to in the following article 8) at its expense;

- Euro \_\_\_\_\_ as a debit from the bank account in my name, the Notary, at Banca \_\_\_\_\_, in favor of the bank account in the name of the seller held at the \_\_\_\_\_ of the \_\_\_\_\_ bank. The bank documentation of the release will be valid as a receipt.

Since the payment of the price has been regulated as above between the parties, the seller issues to the buyer ample and final receipt of the balance with waiver of the legal mortgage.

ARTICLE 5) For the purposes of Law no. 47 of 28 February 1985 and subsequent amendments, additions and extensions of Presidential Decree no. 380 of 6 June 2001, as well as pursuant to Articles 47 and 76 of Presidential Decree no. 445 of 28 December 2000, the selling party, having been warned by me, Notary, of the

criminal penalties envisaged for false declarations, declares that the construction of the building, of which the property sold hereby forms part, commenced before 1 September 1967 and specifically the building permit n. \_\_\_\_\_

Subsequent to the completion of the above, the real estate unit in question has not undergone any building works or changes of use requiring the submission of administrative deeds.

The selling party declares that the property, in its present state, complies with the applicable town planning and building regulations as attested by surveyor \_\_\_\_\_ in the technical report of town planning conformity drawn up by the same on \_\_\_\_\_

To this end, the selling party declares that it has provided the buying party, prior to the signing of this deed, with the relevant administrative and technical documentation in its possession.

In relation to the provisions of the applicable law, it is hereby acknowledged that the property in question has already been equipped with the energy performance certificate, which is attached to the present deed under the letter "E" drafted by architect \_\_\_\_\_ and therefore expiring on \_\_\_\_\_ from which it appears that the aforesaid property belongs to energy class "A2"; the energy performance certificate in question was sent to the \_\_\_\_\_ Region authority on \_\_\_\_\_

via the SIERT portal, ID no. \_\_\_\_\_

The buyer acknowledges having received the information and documentation, including certificates, concerning the energy performance of buildings.

ARTICLE 6) All the useful and burdensome effects of the present deed begin today. The legal ownership of the property is transferred to the buyer on today's date.

ARTICLE 7) The expenses relating to this deed and consequent are borne by the buyer.

ARTICLE 8) For all legal purposes, the parties to this deed declare, in place of an affidavit pursuant to Presidential Decree 445/2000, and aware of the criminal liability in the event of false declarations as well as of the powers of assessment of the financial administration and of the administrative penalty applicable in case of omitted, incomplete or false indication of the data, that the present transfer of property was concluded with the involvement, as broker, pursuant to Articles 1754 et seq. of the Italian Civil Code, of the company " \_\_\_\_\_", with registered office in \_\_\_\_\_, Italian tax number and registration number in the Business Register \_\_\_\_\_, registered in the R.E.A. as an intermediary under \_\_\_\_\_, in accordance with a certified \_\_\_\_\_

notification of commencement of activity (S.C.I.A.) pursuant to Article 2 of the Ministerial Decree on Economic Development of 26 October 2011, whose legal representative is \_\_\_\_\_, born in \_\_\_\_\_, domiciled in \_\_\_\_\_), Via Tornabuoni no. 1, Italian tax number \_\_\_\_\_.

The expense to be borne by the seller amounts to a total of euro \_\_\_\_\_), including VAT still to be paid.

The expense to be borne by the buying party amounts to euro \_\_\_\_\_ including VAT still to be paid.

ARTICLE 9) The selling party declares to be aware of the rule of law by virtue of which the resale within a five-year period of a property purchased with first home benefits and without the same repurchasing in the following calendar year a new property to be used as a main residence, is subject to the recovery of higher taxes, penalties and interest.

The buyer requests the application of the provisions of article 1, paragraph 497 of Law no. 266 of 23 December 2005, as amended by article 1, paragraph 309 of Law no. 296 of 27 December 2006, and to this end declares that the taxable amount for the purposes of the registration tax, consisting of the value of the property purchased determined in accordance with article 52, paragraphs 4 and 5 of Presidential Decree no. 131 of 26 April 1986, amounts to euro 192,254.58 (one hundred and ninety-two thousand two hundred and fifty-four and fifty-eight cents).

The parties declare that they wish to avail themselves of the provisions of Article 12 of Decree Law 70 of 14 March 1988, converted into Law 154 of 13 May 1988. The seller declares to not have availed of tax incentives for energy requalification and/or building renovation (the so-called "I.R.PE.F. deduction").

or

The selling party declares to have availed of tax incentives for energy requalification and/or the renovation of buildings (so-called "I.R.PE.F. deduction") in relation to which it reserves the right to continue to benefit from these deductions by way of derogation from the regulations in force.

ARTICLE 10) The appearing parties, each to the extent of and under their own personal responsibility, aware of the criminal relevance of their behaviour pursuant to Legislative Decree no. 196/2003, Article 55 of Legislative Decree no. 231 of 2007, GDPR (EU) 2016/679 and the current regulation on Privacy, aware, in particular, that the processing will concern so-called "sensitive" data as well as so-called "personal" data, give their consent to the processing of the data necessary for the performance of the operations indicated in the information note and declare:

- to be aware that the information and other data provided during the investigation and stipulation of this deed will be used by the notary for the purposes of compliance provided for by the aforementioned law;
- that this information and data are up to date.



The appearing parties declare that they have been informed with regard to the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (Legislative Decree no. 231 of 21 November 2007, and subsequent amendments)

In particular, each party declares to be aware of the criminal sanctions provided for in Article 55 of the aforementioned legislative decree in the event of omitted or false indication of the personal details of the persons, if different from the appearing party on whose behalf the transaction for which the professional service is required is being carried out, and therefore declare:

- to not be politically exposed persons;
- that the beneficial owners of the transaction correspond to what is stated in this deed;
- that the purpose of this transaction is the one declared in the deed and that there are no fraudulent or other purposes contrary to the law, also pursuant to Article 11 of Legislative Decree No. 74 of 10 March 2000 (withholding of taxes).

The buyer declares that the provision of the funds needed for the purchase in question derives from  
personal income  
donations or inheritances  
sale of personal property  
loans