Dear M

Thank you to have contacted me; here you can find attached

* a questionnaire to fill in to be completed and sent back to me with the documents you have for a first check and better quote the fees,
* a small guide on conveyancing procedure in Italy
* a short resume of term and condition and fees

I can make a starting due diligence, contact the realtor, have all the documents by land registry and by townhall (planning permission , certifications needed to complete the purchase) draft or review the preliminary contract. I can also introduce you to other professional (technician for a general inspection, architect for renewing project), and mainly organise all you need to make the final deed (as you probably know in Italy it is necessary to sign in front of a Notary, it is the right of purchaser to choice him, I have notaries in Milan with whom I use to cooperate or if you want I can inform about Notary in the area by a my colleague in Novara).

Generally my fees are 1,5 % on the purchase price (with a minimum, in any case of € 2,000,00 + Professional fund 4% + TVA taxes 22%) with a deposit of 50% at the signature of terms and conditions and the balance at the closing, not including the other professional's fees involved ( to be quoted in advance and separately) and disbursements (trip fees, stamp duty for land registry, taxes.

If you want I can also organise to represent you in front of the Notary for the signature of complation with a power of attorney, with an extra fee of 500,00.

In any case let me know the details of the convenyancing and I will be able to better understand the matter and the costs involved.

I look forward from you, fully available for a telphone or skype call next week

Mob 0039 335 6766028 skype avvocato.carlo.bottino

Avv. Carlo Bottino



**FILE NOTE OF INITIAL INTERVIEW**

**PURCHASE IN …………….**

Date: September, 5 2018

Clients:

Purchasers :

name of the purchasers with place and date of birth

1. ………………………………………………………………………………
2. ………………………………………………………………………………

Actual Residence of the purchasers

1. ………………………………………………………………………………..
2. …………………………………………………………………………………

If the purchasers are minors, I need full details of them

Have the purchasers already requested a Codice fiscale ? (Italian tax number)

Yes No

Where would you elect your Italian domicile? If you want you can elect in my office

Purchasers’ contacts

Telephone: …………………..

Skype: ………………………….

Email: ……………………………

PLEASE PROVIDE ME THE PHOTOCOPIES OF ALL THE PURCHASERS’ PASSPORT

**PURCHASE DETAILS**

Property: ………………………………. (independent house or apartment in Condo?)

Address: ………………………………..

Cadasdral number: ………………………………………….

Mortgage: Are there exisiting mortgages on the property

Seller:

Estate Agent:

Price:

Deposit: how much are you available to pay as preliminary deposit at the signature of the preliminary agreement?

Mortgage: would you make an application for an advance sum to a bank or you will pay with your own money?

Survey: Have you already made an inspection? Have you already retained a Surveyor (Geometra, Architect) to have a survey or t check previous planning permissions, Energy Certificate, certificate of habitability of the house,

Other matters:

Future works, potential extension, Building expenses (Condominio) contact with building manager; outstanding payment for the property at the date of preliminary agreement; Easements, covenants etc….

PLEASE PROVIDE ME ANY DOCUMENTS GIVEN BY THE SELLER OR BY THE REALTOR

**PRIVACY LAW DECLARATION**

For the purposes of Article. 13 Legislative Decree 196 of 30.06.2003 (Code concerning the protection of personal data commonly called Privacy Law) which provide for the forms of protection of personal data, the firm Calabrese declares that:

a) personal identification data, sensitive and judicial, that may be acquired, also from third parties, will be used solely for purposes of legal-judicial connection with this mandate and for the period necessary for the performance of the same, consistent with the demands of work and accounting, for the period of time required for execution of the warrant.

The data and documentation relating to this mandate will be kept in storage for a period of ten years at the discretion of the firm. Also beyond that period for reasons of historical, statistical, legal precedents and related to the type of software used for the management of the law firm and the formation of the texts.

The data will be processed through automated systems instead deleted the exhaustion of the assignment or just cease otherwise required by law.

b) the treatment of information will be based on principles of fairness, legality, transparency and protection of confidentiality and will be processed and stored by electronic means which enable the storage management and the transmission of data, and in paper form, in accordance with the provisions DPS in the law firm in which they are described and identified the measures taken for the security of data processed; the data controller is Marco Calabrese; the controller is Marco Calabrese

at the Law Office

c) providing their personal identification data, sensitive and judicial is an option and not an obligation of the client, but without the transfer of such data and consent to their treatment will make it impossible to carry out this mandate.

For these reasons, for the implementation of this mandate contract the client declares to give its consent to the processing of my personal data, including sensitive data in accordance with Art. 7,13,19,20,21,22,23,24,25 and following of Legislative Decree 30 June 2003 n. 196 and following modifications also declares to join the content of this statement and to have been informed about the content of art. 13 Legislative Decree no. 196/03.

Milano September 9/23/2018

CLIENT’s siganture

Carlo Bottino, attorney

**ITALIAN CONVEYANCING PACKAGE**

**Small guide to Italian conveyancing**

**INTRODUCTION**

The Italian legal system is very different from the English. Conveyancing is strictly governed by Italian Law and can be performed only by a public notary (Notaio), who is a qualified professional and public officer. Only in front of Notaio it is possible to complete the purchase of any real estate.

**THE PRELIMINARY CONTRACT (Contratto preliminare or compromesso)**

If you are still happy with the property then the next step is to go ahead with the preliminary contract (compromesso). The compromesso is a significant commitment and involves the payment of a deposit to the seller as an act of good will and undertaking. The purpose of the compromesso is to clarify all the conditions of the sale, includeing the purchase price and term of payment.

The compromesso can be drawn with the agreement of both parties. It is a golden rule to get a legal advice by an Italian lawyer before signing it. It is very important the buyer not to sign the compomesso unless He is perfectly happy and aware with everything written in the contract. Remember the buyer is in a position to impose conditions or restrictions on the vendor at this stage (e.g. see an example of compromesso conditioned to get planning permission.

**CONSEQUENCES OF SIGNED COMPROMESSO**

The signing of the compromesso which involves both the vendor and the buyer or their power of attorneys must take place in the presence of the notaio. At the time of signing, the buyer must pay a deposit of between 10 and 30 % of the sale price. Should the buyer not to go through with the purchase after signing compromesso, he will lose the deposit paid and may be sued by the vendor. If, however, the deal does not proceed because of the vendor, the buyer has the right to demand up to twice the amount of the deposit paid in compensation. In this case the buyer may also claim damages and have the sale compulsorily completed by a Court order (art. 2932 Italian civil code).

You need to claim damages (I hope not)

**CAPARRA PENITENZIALE**

If there is any doubt in the mind of either the buyer or the vendor as to the final completion of the sale, it is possible to state in the compromesso that the deposit is a caparra penitenziale (withdrawable). This will prevent any further legal proceedings or claims for damage. However, in the case of the buyer ‘s breaking contract, he or she will still have to lose the deposit to the vendor, and in the case of the vendor’s withdrawings, he or she will still have to pay double the deposit amount to the buyer.

If both parties want a quick sale and haveno differences concernings conditions, price or otherwise, it is possible to have the actual transfer of the property written into the compromesso.

**COMPLETION (ATTO)**

The atto is the final act, when the Notaio certifies the parties’ identity and witnesses the transfer of title from one party to the other and collects the taxes due on the transaction. With all parties present the notaio will identify them, one by one, and then read through the rogito (completion document) in detail, making sure that everyone understands what is being bought and sold. With all in agreement, the notaio will ask each party to sign before he signs and adds his official stamp to the document. In case of absence of either one of the parties he will certify the signature of the procura speciale (power of attorney). At this moment of the completion the buyer has to pay the remaining balance of the purchase price, plus taxes and notaio fees.

**REGISTRATION OF THE TITLE**

In Italy there are two different Official Land Registries: the Catasto and The Conservatoria dei Registri Immobiliari. Once the transaction has been completed, the notaio will register the transfer of the title by the vendor to the seller into the Conservatoria Registry; this is very important, should another person registers another atto earlier than you, the other will beat your title and become the new owner.

**GOLDEN RULE**

Check the vendor’s title before starting with conveyancing in the Conservatoria Registri Immobiliari entering the seller’s name (Italian Lawyers and Notai can do this for you with their dedicated internet access). This is the only way to check the good title and if there are any charges on the property (e.g. mortgages, Court Order, Court Proceedings in course relating to the property etc…) . In the Catasto you can find only the exact id. number of the land without being sure with the name the owner.

Make sure the Conservatoria does not contain any adverse entries at 3 stages: a) Before putting your offer and signing the compromesso b) after signing of the the compromesso c) immediately after the atto.

Avoid the other pitfalls in buying property in Italy (neighborough farmer’s pre-emption right, planning permission denied, regional environmental legislation, geological and sismic reports)

**TERMS AND CONDITIONS AND FEES**

You are requested to read and sign our Engagement Letter which incorporates the Terms of Business of the Firm which you can find [HERE](http://www.studiolegalebottino.it/wp-content/uploads/2007/09/the-terms-and-condition-english.pdf) Our Terms of Business contain important information regarding our obligations to you, our complaints procedure, equal equality commitment and fee structure at The Firm. Please take the time to read and familiarise yourself with the contents.

Fees: 1,5% of purchase price

Deposit fees 50% of above € 150,00

Email correspondence for each 10,00

Telephone calls for each 10,00

OTHER PROFESSIONAL

If it is needed to appoint other professionals, Architect, technical experts to deal, even if partially, with the case, this will be jointly agreed upon with the Client who shall have a direct contractual relationship with such third parties.

NOTARY

As you know in Italy it is necessary make the final deed in fornt of a Notary to whom it will pay his fees and all land registry taxes. It is your right as purchaser to choice and appoint the Notary; If you want I can addrees to Notary with whom I use to cooperate.

REALTOR

You personally owed the commission to the realtor (generally around 3% of purchase price)

Avv. Carlo Bottino

