

CONTRACTS SERVICE

Corso Inghilterra n.7- 10138 TURIN

<http://www.cittametropolitana.torino.it/servizi/appalti/gare.shtml>

**NOTICE OF AUCTION
FOR THE ALIENATION OF REAL ESTATE OWNED BY
OF THE METROPOLITAN CITY OF TURIN**

Notice is hereby given that on the days indicated in the relevant summary tables referring to the individual independent lots in a special room at the headquarters of the Metropolitan City of Turin, Corso Inghilterra n.7 - Turin, in public session, the following separate public auctions will be held:

| LOT 1 | PALAZZO SOMMARIVA VIA BOGINO 12, TURIN |
|--|--|
| Municipality/ address | Turin. Property named "Palazzo Sommariva," at 12 Via Bogino. |
| Property Description | Palazzo Sommariva: Building comprising two basement floors four floors above ground with two mezzanines (mezzanine ground floor and mezzanine first floor), former headquarters of the offices of the C.M. of Turin. The total area is about 5.425 square meters. |
| Cadastral data | Sommariva Palace: (in updating phase land registry) Land registry Fg. 1.281, cadastral map 264; Land registry Fg. 1.281, cadastral map 46, subdivisions (6 - 11) part, sub 8; |
| Historical constraints | Sommariva Palace: Authorization for the alienation of the property subject to protection under Legislative Decree 22/01/2004 with declaration of interest dated 12/27/2002 no. 2055, notified by the Soprintendenza Archeologica Belle Arti e Paesaggio for the Metropolitan City of Turin by letter prot. no. 6398 cl. 34.07.08/272.225 dated 04/27/2017. |
| Energy certification | Energy class "C" (in updating phase) |
| Base price of auction | € 4,390,000.00 (Four million three hundred and ninety thousand/00 Euros) |
| Security Deposit | € 439.000,00 (Four hundred thirty-nine thousand/00 Euros) |
| Deadline for submission of bids | 12 noon (pm) 20/12/2023 |
| Opening envelopes | 10 am 21/12/2023 |

| LOT 2 | PALAZZO FERRERO DELLA MARMORA VIA M. VITTORIA 16, TURIN |
|----------------------------------|---|
| Municipality/ address | Turin. Building named "Palazzo Ferrero della Marmora", Via M. Vittoria 16. |
| Property Description | Palazzo Ferrero della Marmora: Building consisting of a basement four floors above ground with a mezzanine (third mezzanine floor), former headquarters of the offices of the C.M of Turin. The total area is about 4.021 square meters. |
| Cadastral data | Ferrero della Marmora Palace: (in updating phase land registry). Land registry Fg. 1.281, cadastral map 263; |

| | |
|--|---|
| | Land registry Fg. 1.281, cadastral map 46, subalterns (6 - 11) part; |
| Historical constraints | Palazzo Ferrero della Marmora: Authorization for alienation of the property subject to protection under Legislative Decree 22/01/2004 by DCR nr. 230 of 22/11/2017 notified by the Soprintendenza Archeologica Belle Arti e Paesaggio for the Metropolitan City of Turin by letter prot. no. 184/0 cl. 34.07.08/272.34 of 11/29/2017. |
| Energy certification | Energy class "C" (in updating phase) |
| Base price of auction | € 3,960,000.00 (Three million nine hundred sixty thousand/00 Euros) |
| Security Deposit | € 396,000.00 (THREE HUNDRED NINETY-SIX THOUSAND EUROS) |
| Deadline for submission of bids | 12 noon (pm) 20/12/2023 |
| Opening envelopes | 10 am 21/12/2023 |

The size of the lots is to be understood as indicative and not binding.

The sale shall be carried out subject to the trial of 2 public auctions by the method of secret bids equal to or in increase over the base price indicated in the manner set forth in art. 73 letter c) and art. 76 paragraphs 2 and 3 of Royal Decree No. 827 of May 23, 1924.

An award will be made even in the case of only one valid bid for a single independent lot.

In the case of equal bids, as dictated by the normative reference of Article 77 of R.D. No. 827/1924, no improvement bid will be made in the same session, nor will the submission of another bid be allowed in any case; instead, a tender will be made exclusively for them.

In the event of a further tie, a draw will be made.

The adjudication will take place in favor of the person who has offered the highest price with reference to the individual lot with respect to the auction base; bids equal to the auction base for the individual lots will be admitted, **while those that are lower will be automatically excluded.**

DEADLINE FOR SUBMISSION OF BIDS

To take part in the auction, interested parties must submit their bids, under penalty of exclusion, to this Metropolitan City no later than 12 noon of the following deadlines:

20/12/2023 deadline for Lot 1;

20/12/2023 deadline for Lot 2;

The date and time stamp affixed at the time of receipt by the competent office of the Metropolitan City of Turin will be authentic.

Delivery of the sealed envelope containing the bid, no later than the above deadline, must be made directly or by mail (including express mail). Delivery through authorized delivery agencies is also permitted, in compliance with the relevant regulations. Direct delivery or delivery by a delivery agency must be made exclusively at the General Protocol Office of the Metropolitan City of Turin - C.so Inghilterra 7, during the following hours: Monday through Thursday 9 a.m. to 12 p.m. and 2 p.m. to 4:30 p.m., Friday 9 a.m. to 12 p.m.

Delivery of folders, by the deadline indicated, remains at the sole risk of the sender if, for any reason, the same does not reach its destination in due time.

Any envelope not received by the above deadline will not be opened.

After the above deadline, no other bid will be valid, even if it replaces or adds to a previous bid.

Information regarding the tender outcomes will be available on the website at:

<http://www.cittametropolitana.torino.it/servizi/appalti>

MODALITIES FOR THE SUBMISSION OF THE BID

he bids, one for each individual lot, must be written in the Italian language and made legal by the payment of the stamp duty in the amount of Euro 16.00.

The stamp duty may be paid in one of the following ways:

- by means of payment to intermediary contracted with the Internal Revenue Service;
- virtually, by payment of the tax to the office of the Internal Revenue Service or other authorized offices.

In the first hypothesis to the economic offer per single lot must be affixed the appropriate telematic mark (revenue stamp) issued by the intermediary; in the second hypothesis must be reported on the economic offer per single lot the details of the act authorizing the discharge of the stamp tax in virtual mode.

The bid for each individual lot must, under penalty of exclusion, be unconditional and must be expressed not only in figures, but also in letters and in terms of a percentage increase to be applied to the base bid amount.

The bid for each individual lot, as formulated above, must be signed by the legal representative of the bidding party if it is a Company and, in the case of a grouping, by each member company thereof.

In case of discrepancy between the bid indicated in figures and in letters, the one most convenient for the Administration will be taken into consideration.

The bid for a single lot, alone without any other document, must be enclosed in a special sealed envelope on which the name of the bidder and the lot being sold must also appear.

The sealed envelope must be introduced into another larger envelope (second envelope), **in which, in addition to the required and above-mentioned documents (economic offer and declarations), a summary sheet - in A4 format - showing the main indications about the future use of each single property object of the tender, signed and stamped by the legal representative of the bidding party, must also be included. This summary sheet will not be subject to evaluation.** The large envelope must specify the sender and affix the following wording:

" **Bid for**" (indicate the object of sale and the relevant lot) and should be addressed to:

TO THE METROPOLITAN CITY OF TURIN

Single Central Directorate for Procurement

C.SO INGILTERRA 7 - 10138 TORINO

It should be noted that in this second envelope should be included, in addition to the envelope containing the economic offer, all the documents required in the following chapters "I" and "II" of this notice.

**DOCUMENTATION THAT INTERESTED PARTIES MUST ATTACH IN THE SECOND ENVELOPE
TO BE ADMITTED TO THE BIDDING PROCESS**

"I"

Substitute declaration, pursuant to Presidential Decree no. 445 of 28/12/2000, on plain paper, signed by a person with the necessary powers of which a photocopy of a valid identity document must be attached, certifying:

- 1) a telephone number, a telefax number, an electronic mail address, preferably certified, as well as the indication of the elected domicile, for all communications pertaining to the procedure in question expressly assenting that communications pertaining to the procedure in question may be made to him by fax or by certified electronic mail (PEC) or by non-certified electronic mail;
- 2) **a - for natural persons: name, surname, place and date of birth, residence, tax code of the bidder and, if married, the resulting property regime;**
b - for legal persons: the name or company name, registered office, tax code and VAT number, as well as the personal details and relevant qualification of the person signing;
- 3) to have taken cognizance of and fully accept, without exception, all the conditions set forth in the auction notice including those set forth in the section "Conditions of Sale of Real Estate" of the auction notice;
- 4) to have acquainted themselves with all documents (administrative, technical, cadastral, urban planning, legal, etc.) relating to the real estate complex, including those consulted at the offices of the Metropolitan City of Turin contained in the "Sale File" referred to in point H) of the "Conditions of Sale of Real Estate" section of the notice of auction; the cadastral identifiers indicated in this notice may not be definitive; the Metropolitan City may provide for any cadastral updates necessary for the deed as a result of which the surface area of the Lots may undergo non-substantial changes with respect to that mentioned in the documents contained in the "Sale File";
- 5) to have screened all the circumstances that may affect the bid submitted, none excluded, including the current urban-planning and construction situation of the real estate complex, the technical documentation pertaining thereto, all the "Conditions of Sale of Real Estate" of the Notice of Auction, including point G) "Delivery of Real Estate" and to consider the economic bid produced to be fair;
- 6) to have screened all the "Conditions of the properties" highlighted in point C) of the auction notice;
- 7) to have viewed the real estate complex by inspection and to be fully aware of the state of fact, law and occupancy in which it is located;
- 8) to be aware and accept that the real estate complex for which the bid is submitted will be sold by the body and not by measure, as "as seen and liked" in the state of fact, law, occupation, maintenance and preservation in which it is located
- 9) to be aware and accept that any changes requested from the competent municipal offices that may result in changes of use of the real estate complex will entail, at the buyer's expense, in the cases provided for by the building and urban planning regulations in force, the possible payment of the consequent urbanization charges and the construction cost contribution, as well as, where necessary, the finding of the consequent urban standards;

In addition:

For natural persons declaration made pursuant to Presidential Decree No. 445 of December 28, 2000:

1. that he/she is not in any of the conditions that determine the prohibition to contract with the Public Administration pursuant to the regulations in force;
2. that he/she is not disqualified, incapacitated or bankrupt and that he/she is not in the process of being declared one of these states;
3. that he/she is not subject to pending proceedings for the application of one of the prevention measures referred to in Article 6 of Legislative Decree No. 159 of 06/09/2011 or one of the causes of impediment provided for in Article 67 of the same Legislative Decree (code of anti-mafia laws and prevention measures).

For legal persons declaration made pursuant to Presidential Decree no. 445 of December 28, 2000:

1. to be registered in the Register of Companies or equivalent in EU countries (indicate Chamber of Commerce and Industry and Handicrafts number and name of persons appointed to represent and bind the Company);
2. that the partners and administrators with power of representation are not disqualified, incapacitated, bankrupt, and do not have pending proceedings for the declaration of any of these statuses;
3. that the partners and administrators with authority to represent the Company are not in any of the conditions that determine the prohibition of contracting with the Public Administration pursuant to the regulations in force and that, against them, there are no pending proceedings for the application of one of the preventive measures referred to in Article 6 of Legislative Decree No. 159 of 06/09/2011 or one of the causes of impediment provided for in Article 67 of the same Legislative Decree (code of anti-mafia laws and preventive measures).
4. that the Company is not in a state of bankruptcy, compulsory liquidation, or composition with creditors, and that there are no pending procedures for the declaration of any of the above situations.

In the case of bids submitted by more than one party, the aforementioned declarations, under penalty of exclusion, must be submitted and signed by each party whose photostatic copy of a valid identity document will be attached.

"II"

Security deposit, to guarantee the bids and the signing of contracts, in the amount of 10% of the base auction value of the individual lots:

- **Lot 1 Palazzo Sommariva, Via Bogino 12 (€ 439,000.00 - Four hundred thirty-nine thousand/00 Euros).**
- **Lot 2 Palazzo Ferrero della Marmora, Via M. Vittoria 16 (€ 396,000.00 - Three hundred and ninety-six thousand/00 Euros).**

Such sureties may be provided by bank or insurance surety or issued by financial intermediaries registered in the special list, pursuant to Article 106 of Legislative Decree No. 385 of September 01, 1993, as amended and supplemented, who exclusively or prevalently carry out the activity of issuing guarantees, authorized to do so by the Ministry of Budget and Economic Planning.

The same must expressly provide for the waiver of the benefit of prior enforcement of the principal debtor and its operation within 15 days upon simple written request by the contracting station. These bonds shall be valid for at least 180 days from the date of submission of the bid.

Deposits may also be made in the form of government-guaranteed public debt securities at the current rate on the day of deposit or by bank transfer to be made exclusively to account no. 3233854 in the name of the Metropolitan City of Turin, at the Metropolitan Treasury- Unicredit (ABI 2008 - CAB 01033) (IBAN code IT 88 B 02008 01033 000003233854) - Via XX settembre n. 31 - 10121 Turin, with the specification that receipts or receipts of the payment must be attached to the envelopes containing the documents.

It should be noted that other forms of provision of deposits or deposits issued by parties other than those expressly indicated above will not be accepted without prejudice to other methods expressly provided for in Article 106 of Legislative Decree 36/2023 as amended (Public Contracts Code) subject to the above amounts.

To non-successful bidders, the release and return of said deposits will take place after notification of the final award, by order of the competent Director.

In the event that the Successful Bidder(s) declare(s) that they wish to withdraw from the purchase, or fail to enter into the purchase agreement(s) within the stipulated terms, the Metropolitan City of Turin shall have the right to retain the deposits provided in the amount of the individual lots as an irreducible penalty, without prejudice, however, to the right to greater damages.

CONDITIONS OF SALE OF REAL ESTATE

A) Conditions for submission of the bid

Bids are allowed by special power of attorney, which must be drawn up by public deed and attached in original or certified copy to the bid, under penalty of exclusion from the tender.

Cumulative bids by two or more parties are allowed, who must grant special power of attorney by public deed to one of them to be attached to the bid, or all of them must sign the bid.

In this case, the declaration referred to in Chapter "I" above must be signed by each person, and the alienation will take place in undivided community in favor of the successful bidders.

Bids by person to be appointed are permitted in accordance with the procedures set forth in Article 81 R.D. 827/1924 and with reference to Article 1401 of the Civil Code as well as Article 1471 of the Civil Code regarding the prohibition of participation in the auction by the Directors of the Owning Entity.

It is not allowed, directly and/or indirectly, the submission of more than one bid by the same person for the same lot; it is not allowed to submit bids during the auction procedure and after the expiration date of the relevant submission deadline.

The Ownership Entity reserves the right to carry out checks and verifications on the truthfulness of the self-certifications produced by the bidder even after the award and before the signing of the purchase and sale contracts. Non-truthfulness of the self-certifications will result in forfeiture of the award and non-conclusion of the contracts due to facts attributable to the Successful Bidder(s), without prejudice, however, to criminal liability.

The Entity in such a case will be entitled to forfeit the security deposits lent, without prejudice, however, to the right to greater damages. Bids shall be considered binding on the bidders and irrevocable for the duration of 180 days from the date of expiration of the deadline for submission of bids.

B) Conditions of bidding, pre-emption, conditions of sale of real estate

This announcement constitutes an invitation to bid and not an offer to the public.

The minutes of the auction do not take place or have the value of a contract.

The bidder must be considered bound since the expiration of the deadline for submission of bids while the constraint will arise for the Administration only at the time of the adoption of the act of approval of the tender documents and then the final award.

Formal notification of the award will be given by fax, electronic mail or certified electronic mail (PEC).

The Owning Entity will not assume any obligation towards the Successful Bidder(s) until after the final award, for the individual lots, according to the criterion of the highest increase in the value of the auction base identified for the individual lots.

It should be noted that the deed of transfer of ownership will be subject to a condition precedent, to allow the exercise of the right of first refusal to purchase by the Entities entitled to do so, pursuant to Article 60 of Legislative Decree No. 42/2004 as amended (ministry, region or other territorial public entities). Pre-emption (art 60) is exercised within 60 days from the notification pursuant to art 59).

The properties subject to pre-emption are identified by the following provisions of the competent Regional Directorate for Cultural and Landscape Heritage of Piedmont:

Palazzo Sommariva

Authorization for the alienation of the property subject to protection under Legislative Decree 22/01/2004 with declaration of interest dated 12/27/2002 no. 2055, notified by the Soprintendenza Archeologica Belle Arti e Paesaggio for the Metropolitan City of Turin with letter prot. no. 6398 cl. 34.07.08/272.225 dated 04/27/2017.

Palazzo Ferrero della Marmora

Authorization for the alienation of the property subject to protection under Legislative Decree 22/01/2004 by DCR no. 230 of 22/11/2017 notified by the Soprintendenza Archeologica Belle Arti e Paesaggio for the Metropolitan City of Turin by letter prot. no. 184/0 cl. 34.07.08/272.34 dated 11/29/2017.

The contract(s) of sale will be subject to the condition precedent of non-exercise of pre-emption, and the consequent obligations will be fulfilled by the notary appointed by the successful bidder(s) of the individual lots. The costs and charges for such practice shall be borne by the successful bidder(s).

Notice is hereby given that, should the right of first refusal to purchase the property be exercised by the assignees, the Successful Bidder(s) shall have no claim against the Metropolitan City of Turin.

Should the claimants exercise the right of first refusal, the Successful Bidders shall be entitled only to the return of the sums paid for the purchase of the property without payment of interest and revaluation, and shall not be entitled to make any other claim against the Entity itself.

Bidders shall not be entitled to make any claim against the Authority for lost profits or costs incurred in submitting bids.

The sale shall be made with guarantees of eviction and freedom from effective mortgages, the bidders acknowledging, by merely participating in the auction, that they have seen and examined the individual properties for which they are bidding, that they know exactly their consistency, state, use, occupation, as well as urban destination in the General Regulatory Plan and anything else pertaining to the two properties.

C) Condition of real estate

C.1)

The real estate indicated in this notice shall be alienated and accepted by the successful bidders individually, in the state of fact, law and occupation in which they are found, with all the active and passive easements, both apparent and non-apparent, even undeclared, with the related accessions and appurtenances, rights, charges and fees, as owned by the Entity by virtue of its ownership titles and constraints imposed by the laws in force and the competent authorities. It should be noted that the complex of the three buildings (Palazzo Cisterna, Palazzo Ferrero della Marmora and Palazzo Sommariva) is currently served by a Medium Voltage supply whose delivery point is located in the room for the exclusive use of the Manager (IRETI), located at the corner of Via Maria Vittoria and Via Bogino, in the basement of Palazzo La Marmora. On Palazzo la Marmora (Lot 2) there remains the easement consisting of the presence of the medium voltage delivery room located at the corner of Via Bogino and Via Maria Vittoria, as mentioned above for the exclusive use of IRETI.

There shall be no action for injury nor increase or decrease in price for any material error in the description of the property offered for sale, or in the determination of the price set at auction, in the indication of the surface area, boundaries, map numbers and coherences and for any difference, although exceeding the tolerance established by law, having to be understood as expressly declared by the Successful Bidder(s) to be well acquainted with the property purchased as a whole and value and in all its parts.

Said condition shall be taken into account in determining the price to be offered.

C.2)

It should be noted that the properties were originally built prior to 01/09/1967.

However, all technical urban construction characteristics inherent to the properties in this notice must be verified by the bidder with the relevant municipality.

The bidder must take note in the deed of sale of the building modifications made over the years to the properties subject to the sale, accepting in full any related applications for building amnesty pursuant to Law No. 47/1985, Law No. 724/1994 and Law No. 326/2003, as amended.

In the absence of such applications, the bidder must declare that he/she is aware of the current urban-planning and building situation of the properties, as well as of the building evolutions that the same have undergone to date as shown in the documents filed with the competent municipal offices.

It will be the responsibility of the purchaser, unless otherwise provided by the Metropolitan Entity, to pay for any building amnesties, cadastral corrections/variations necessary for the stipulation of the deed of sale and that do not affect the marketability of the real estate complex.

The Owning Entity shall be expressly released from any contractual liability in this regard as well as any related expenses.

Please be advised that the Metropolitan City of Turin, in order to further enhance the value of the properties subject to auction, has initiated the practices to make the two properties with "tertiary" urban destination (currently Palazzo Sommariva is partially so while Palazzo Ferrero della Marmora has destination for Public Services).

It is understood that the Metropolitan City of Turin may not be asked for anything for any reason whatsoever, either in the event that said urban planning variant should be definitively approved, or even in the absence of a measure of approval by the City.

It should also be noted that the Metropolitan City will proceed with the cadastral fractionation practices of the current real estate complex consisting of Palazzo Cisterna, Palazzo Ferrero della Marmora and Palazzo

Sommariva, so as to separate and make Palazzo Cisterna, Palazzo Ferrero della Marmora and Palazzo Sommariva cadastral autonomous.

Said condition shall be taken into account in determining the price to be offered.

C.3)

It is specified as of now that in the deed of purchase and sale the purchasing party shall specifically exempt the seller from the obligation to provide the certificate(s) of habitability and/or documentation necessary for the issuance thereof pursuant to current regulations, with waiver of any subsequent request for termination of the contract or reduction of the price on account thereof.

Said condition shall be taken into account in determining the price to be offered.

C.4)

It should also be noted that in the deed of sale, the purchasing party shall specifically exempt the selling party from the obligation to provide all certifications regarding compliance with current regulations on the systems placed at the service of the properties in question. The properties will be sold without functioning systems (thermal, sanitary water, electrical, fire-fighting, etc.), as they will be sectioned off from the remaining body of the building known as Palazzo Cisterna, which will remain the property of Metropolitan City of Turin.

In the event that some installations do not comply, the bidder having carried out adequate inspections and investigations to verify the buildings, this will be a known defect that will not result in a lack of quality giving title to request termination pursuant to Article 1497 of the Italian Civil Code or reduction of the price, the actions of which the successful bidder(s) must waive, these factors, even if any, having to be taken into account in determining the bid price.

These conditions shall be taken into account in determining the price to be bid.

C.5)

The two estates under alienation shall be transferred free from mortgages and foreclosures, as well as from arrears of taxes and duties encumbering the property up to the time of the deed, without any obligation on the part of the Metropolitan City of Turin to proceed with further works of completion, improvement, maintenance, reclamation, clearing and disposal of waste and materials of any kind, such as rubble, rubble or other, for any reason whatsoever that may be present on the premises at the time of the deed; the same estates may need consolidation work not ascertained at the time of the deed.

These conditions shall be taken into account in determining the price to be offered.

C.6)

Notwithstanding anything else set forth in this notice, prior to the execution of the contract(s) for the purchase and sale of the two properties in question, the Successful Bidder(s) shall proceed to perform and take charge of the following tasks listed and detailed below:

- ❑ any eventual technical-administrative fulfillment required by law, requested and deemed necessary by the Notary for the stipulation of the deed(s) of the individual buildings (cadastral fractionations and corrections, APE updates, CDU request to the City of Turin, building amnesties, etc.);
- ❑ incur all direct and indirect costs and related fulfillments necessary for the physical separation of Lot 2 from Palazzo Cisterna (this task will be borne by the Successful Bidder of Palazzo Ferrero della Marmora) with the construction, on the centerline dividing the two properties, of a special

fence on the ground floor, subject to the prescriptions and approval of the competent Superintendence and agreed with the technical offices of the Metropolitan City of Turin;

- ❑ bear all direct and indirect costs and related fulfillments necessary for the physical separation in masonry of the connecting rooms (from the basement floor to the attic floor) of the two sale lots from Palazzo Cisterna (these duties will be borne, for their respective shares, by the Tenderer(s) of Palazzo Ferrero della Marmora and Palazzo Sommariva);
- ❑ incur all direct and indirect costs and related duties necessary for the construction of adequate wall septum, in the portion within the ground of Palazzo Ferrero della Marmora in correspondence with the basement floor that delimits the technical compartment adjacent to the heating plant room;
- ❑ incur all direct and indirect costs and related fulfillments necessary for the physical separation in masonry of the connecting rooms (from the basement floor to the attic floor) of the two sale lots (these duties will be borne, for their respective shares, by the Successful Bidder(s) of Palazzo Ferrero della Marmora and Palazzo Sommariva);
- ❑ incur all direct and indirect costs and related duties necessary for the detachment/disconnection and/or turn-over of the utilities/driveways pertaining to the property at 12 Via Bogino (Palazzo Sommariva) and 16 Via Maria Vittoria (Palazzo Ferrero della Marmora) currently held by the Metropolitan City of Turin;
- ❑ bear all direct and indirect costs and related fulfillments necessary for the supply of gas, electric light, and water to make Palazzo Sommariva and Palazzo Ferrero della Marmora autonomous;
- ❑ however, the total plant autonomy of the remaining Palazzo Cisterna, which will remain the property of the Metropolitan City of Turin, must be safeguarded. Specifically, it is already specified as of now that the purchaser will have to construct, at its own cost and expense, a new section of sewer network serving the adjacent property of the Metropolitan City (Palazzo Cisterna) up to the public connection. If this is not possible in the immediate future, in the alternative, a special deed will be executed for the establishment of a free easement for sewer discharge, without charge of any kind to the Metropolitan City, in favor of it and at the expense of the purchaser. The constitution of said easement shall last until the new section of sewerage system serving the adjacent property of the Metropolitan City of Turin is built and put in place, up to the public connection, as indicated above;
- ❑ Not being able to exclude within the two properties subject to alienation the presence of artifacts with the presence of asbestos even in portions that are not immediately distinguishable, it will be the responsibility of the Successful Bidder(s), should its presence be ascertained, to bear all the costs of remediation by complying with the provisions set forth in D. M. September 6, 1994, "Technical regulations and methodologies for the application of art. 6, paragraph 3, and art. 12, paragraph 2, of Law No. 257 of March 27, 1992, concerning the cessation of the use of asbestos."

It is allowed the execution, for said interventions, also after the delivery of the individual properties governed by point G) below and in any case tied to the needs of the Metropolitan City of Turin.

This condition shall be taken into account in determining the price to be offered.

D) Payment terms.

The purchase price of the two properties shall be paid, in one lump sum, at the time of entering into the individual purchase and sale agreements with the Entity, by means of payment to the following account no. 3233854 in the name of the Metropolitan City of Turin, at the Metropolitan Treasury - Unicredit (ABI 2008 - CAB 01033) (IBAN code IT 88 B 02008 01033 000003233854) - Via XX Settembre n. 31 - 10121 Turin.

The security deposit will be returned after the signing of the purchase and sale contract(s).
The sale of the two properties referred to in this notice is not subject to VAT and will therefore discount the registration, transcription and cadastral transfer taxes.

E) Documentation required for the conclusion of the purchase and sale contract.

Within a maximum period of 10 days from the receipt of the formal communication of the award, the Successful Bidder(s) of the two lots shall submit the documentation (in original or in certified copy and in regular revenue stamp, where required by the regulations in force) necessary for the purposes of the stipulation of the contract(s) required by the competent service of the Metropolitan City of Turin.

F) Stipulation of the purchase and sale contract(s).

The purchase and sale contract(s) between the Entity and the Successful Bidder(s), with simultaneous payment of the entire consideration, must be stipulated within the peremptory term indicated by the Administration and in any case within a term of not less than 30 days from the final award, under penalty of revocation of the award and forfeiture of the deposits provided, unless otherwise communicated by the alienating Administration aimed at postponing the aforementioned term.

The purchase and sale contract(s) may be subject to termination clause(s) in the event that, by the date of the deed, the documents proving the general requirements for participation in this auction have not been received by the alienating party (see: Chapter "I" natural persons/legal persons of this notice).

The purchase and sale contract(s) will be notarized by a notary public chosen by the Successful Bidder(s), with total expenses necessary, pertaining and consequent to the execution of the same, without right of recourse, including those related to the copy pertaining to the Metropolitan City of Turin, to be borne by the buyer(s).

The bid must therefore also take into account the need to provide for the above obligations and to comply with the conditions set forth in this notice.

In the event of failure to conclude the sale/purchase(s) within the aforementioned time limit due to the fact of the Successful Bidder(s), the latter shall be deemed to have forfeited the award and the Entity shall forfeit the relevant security deposit lent as irreducible penalty, without prejudice, however, to the right to greater damages.

G) Delivery of the real estate

Without prejudice to the provisions of paragraph C) "Condition of the Real Estate" above or to cases specifically provided for by law, the delivery of the real estate is expected to take place from the date of the deed of transfer.

The real estate shall be delivered in the state of fact, law and occupancy in which it is located without any obligation on the part of the Metropolitan City of Turin for further work of completion, maintenance, clearing, disposal of garbage and materials of any kind, such as rubble, rubble or other, for any reason whatsoever that may be present on the premises.

H) Informational documentation regarding the properties and inspections.

For the purposes of submitting the bid, it is essential that interested parties consult all the documentation contained in the "Sale File," available only in hard copy at the Technical Office of the Heritage Service of the Metropolitan City of Turin in Corso Inghilterra No. 7 - 12th floor, which can be consulted on Mondays through Thursdays, from 9 a.m. to 12 noon and from 2 p.m. to 4:30 p.m., and on Fridays from 9 a.m. to 12 noon, by appointment by telephone at the telephone numbers indicated below.

The information documents made available are not intended to be exhaustive nor to contain all the information that interested parties may deem necessary for the purpose of making an offer to purchase the properties.

Visits to the properties must take place, by appointment, by contacting the Technical Office of the Heritage Service of the Metropolitan City of Turin - email: claudio.lazzarin@cittametropolitana.torino.it and diego.rivella@cittametropolitana.torino.it and - tel. 011/861.7447- 011/861.7620 - 011/861.7148 - on Mondays from Monday to Thursday, from 9 a.m. to 12 noon and from 2 p.m. to 4:30 p.m. and on Fridays from 9 a.m. to 12 noon.

To view the summary data sheets of the properties you can connect to the following link and open the "property sale" folder:

<http://www.cittametropolitana.torino.it/istituzionale/patrimonio/index.shtml>

Requests for appointments must be received within **seven days** prior to the deadline for submission of bids.

I) General Provisions.

Any dispute arising in the bidding process shall be decided sitting without any formality by the Chairman of the bidding process and shall be unappealable.

For any dispute that may arise with the Successful Bidder(s) in connection with the sale, the Judicial Authority of the Court of Turin shall have jurisdiction.

For all matters not provided for in this notice, reference will be made to the Law and the Regulations for the Administration of Assets and for the General Accounting of the State referred to in R.D. No. 827 of 23/5/1924, as well as to all other regulations in force on the subject and to the regulations on contracts approved by Provincial Council Resolution No. 179-1341/1 of December 11, 1991.

Competitors, by simply participating, unconditionally accept all the above regulations and those of this notice.

L) Data processing

Notice is hereby given, pursuant to art., 13, paragraph 1, of L. 196/2003 as amended (code regarding the protection of personal data), as amended by Legislative Decree No. 101/2018 on *Provisions for the adaptation of national legislation to the provisions of EU Regulation 2016/679*. The data provided by participants in the tender are necessary for the management of the tender process and are collected and partly published, in application of the current regulations, by the Contracts Service.

The personal data provided by the bidder will be used exclusively for the tender process and any subsequent administrative procedures and will be subject to processing carried out with or without the aid of computer tools in full compliance with the above-mentioned regulations and the confidentiality obligations to which the Public Administration is bound.

By submitting the bid, the bidder authorizes the processing of personal data with the aforementioned purposes and limits.

Refusal to provide the requested data will result in exclusion from the tender.

Access to documents by interested parties and counterinterested parties is governed by Law 241/90 as amended. The rights due to the interested party are those set forth in art. 7 of L. 196/2003, as amended and supplemented, to which reference is expressly made.

The rights referred to in Article 7 of the aforementioned Law may be exercised in the manner of Law n° 241/90, as amended, and the Provincial Regulations for Access to Documents.

M) Person in charge of the procedure

The person in charge of the administrative procedure is Dr. Enrico MINIOTTI, Director of the Finance and Heritage Department of the Metropolitan City of Turin.

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Failure to submit, irregular or incomplete submission of the declaration and/or documentation required by this notice, as well as irregular manner of submission of the bid, will be **cause for exclusion from the tender**.

It is reminded that false declaration carries criminal penalties (art. 76 D.P.R. 28.12.2000 no. 445).

Regarding the truthfulness of the declarations, the competent services of the Metropolitan City of Turin may proceed to ex officio verifications.

On the website <http://www.cittametropolitana.torino.it/servizi/appalti/gare.shtml> in the special section dedicated to public tenders, F.A.Q. may be published to clarify questions received.

Turin, 06/10/2023

The Director of the
Single Central Directorate for
Procurement and Contracts
Ms. Donata RANCATI
(Digitally signed)

The Executive
of the Finance and Heritage Directorate
Mr. Enrico MINIOTTI
(Digitally signed)