



32nd FULL NOTICE OF PUBLIC AUCTION UNASSIGNED RESIDENTIAL REAL ESTATE UNITS BELONGING TO ROME'S ATER

The auction shall take place online on 29 September 2022
through the Notarial Auction Network
of the Notarial National Council.

The Municipality of Rome's ATER -the Territorial Agency for Public Residential Buildings of the Municipality of Rome- holds for sale the ownership of unassigned real estate units belonging to the residential assets' disposal programme pursuant to:

- the guidelines adopted with Commissarial Resolution no. 6 of 6 February 2019;
- with regard to the disposal of residential assets, the provisions set forth in Directorial Resolution no. 61 of 28 March 2019, ratified via Commissarial Resolution no. 3 of 5 July 2019, which enforce the direct sales procedures of unassigned real estate units located within mixed-ownership plots or buildings in which an autonomous building management organisation has already been formally established or in which the managing bodies are responsible for their management via public auction at the value determined on the basis of the Real Estate Market Observatory's recommendations with regard to the minimum value pursuant to Art. 50, par. 3-quinquies of Regional Law no. 27 of 28 December 2006, as amended by Art. 83, par. 1, letter c) of Regional Law no. 7 of 27 October 2018;
- the Directorial Resolution no. 246 of 13 June 2022, through which both the residential real estate units held for direct sales via public auctions and their base bid price were identified;
- the implementation of the Notaries National Council's Convention of 12 April 2019 regarding the management of auctioning and sale procedures for real estate properties via online procedures;
- the Book of Auctioning Conditions in force as of the date of this Notice.

The Auctions shall be carried out for each **Plot**, each constituting a real estate unit inclusive of any eventual adjacencies and pertinencies. The **Plots List** -fully documented (layouts, photos, etc.)-, the **List of Notaries** to whom bids may be submitted, this **Full Notice of Public Auction** as well as the **Book of Auctioning Conditions** and its Annexes (facsimile participation Forms) regulating the auction's participation modalities and structure, as well as the procedures for booking any eventual visit to the assets, are made available on the official website of ATER. Roma (www.aterroma.it), on the official website of the Notarial National Council (www.notariato.it and www.avvisinotarili.notariato.it), and with the Auctioneers.



The information related to the plots may be updated or amended via specific publication on the aforementioned websites, and it is the duty of each Bidder to review said eventual updates before submitting his/her bid.

The Municipality of Rome's ATER hereby prohibits the duplication via any means of the publications of either the auctions or the single plots to which they refer, as well as the dissemination of the relevant documents for commercial purposes, not recognizing the intermediation activities of third parties and reserving the right to call upon the competent authorities should this prohibition be violated.

The assets shall be held for sale in their totality, as found in fact and in law, together with any pertinence, existing facility and positive and negative easement where applicable.

Type of Auction

The **Auction** consists in the submission of printed, virtual or digitalised Sealed Bids to the Auctioneer, the Secondary Notary or the Notarial Auction Network Certified one, as listed on the official websites <http://www.notariato.it> and www.avvisinotarili.notariato.it. In the event of a single valid Sealed Bid, the Auctioneer shall assign the Plot to the only Bidder, while in the event of multiple valid Sealed Bids, the Auctioneer shall proceed with the auction with the Bidders who submitted the three highest Sealed Bids (including all eventual ties, for both the highest bid and the other two bids) and with the award of the plot in favour of the Bidder who, at the end of the auction procedure, shall have submitted the highest valid Open Bid.

The Auction shall be held in sessions of 3 minutes each, during which each Bidder may reserve a turn and submit an Open Bid of increasing value with regard to the Auction's base price and, in the following sessions, of increasing value with regard to the highest subsequent valid Open Bid, with a minimum raised bid of € 5,000 for assets with base price of more than € 400,000 and of € 1,000 for assets with base price of less than € 400,000. The Auctioneer shall proceed with confirming the validity of each increasing Open Bid and then starting a new session.

In the absence of further valid increasing Open Bids, at the end of the auctioning session (3 minutes), the Auctioneer shall proceed with awarding the Plot to the highest Bidder, indicating the amount of the last valid increasing and highest Open Bid as the final award price.

Both in the absence of Bidders admitted to the Auction and in the event of their refusal to submit valid increasing Open Bids on the existing Sealed ones, the Bidder who submitted the highest bid shall be awarded with the Plot or, in the event of a tie, on the basis of the time in which the bid was submitted and recorded or, alternatively, via drawing lots.

Should no valid Sealed Bid be submitted, the Auctioneer shall terminate the procedure, declaring the Auction null (No Bidder Auction).

Guarantee Deposit

Bidders shall provide a Guarantee Deposit, under penalty of exclusion, as a guarantee of their bid, amounting to 10% of the auction's base price for each Plot, notwithstanding those cases in



which the amount of the Guarantee Deposit is specified in the Plots List.

The Guarantee Deposit shall be provided, under penalty of exclusion, via bank draft issued by a credit institution or via equivalent postal cheque with non-transferability clause made out to Municipality of Rome's ATER to be deposited with the Auctioneer or the Secondary Notary to whom the Bid was submitted.

Procedure for the Integration and Substitution of the Initial Guarantee Deposit

The Successful Bidder shall carry out a payment equal to 10% of the Plot's Award Price within the essential term of fifteen calendar and consecutive days from the final award, under penalty of award revocation and final forfeiture of the initial Guarantee Deposit.

This payment shall be made out to the following IBAN via unique bank or postal transfer with "Payment of Guarantee Deposit for plot no. " as reason for the payment, together with the name and surname of the Successful Bidder: IT 92 P 08327 03221000000003786; SWIFT: ROMA IT RR XXX (in the event of transfer from abroad), payable to "Municipality of Rome's ATER".

The cheque shall be hand-delivered to the Auctioneer or the Secondary Notary to whom the Guarantee Deposit was delivered, or submitted to the same via registered mail with return receipt or certified e-mail address within 15 days starting from the date of the final award. Upon receiving the receipt confirmation by the Body, the Auctioneer or the Secondary Notary shall return the bank draft with the initial Guarantee Deposit to the Bidder.

Sales Agreement

The sales agreement may be signed also by the Notary (Auctioneer or Secondary) to whom the Bid was submitted, together with the full payment of the final price to Rome's ATER, plus VAT and minus the amounts already transferred as deposits, within 60 calendar and consecutive days starting from the award date, under penalty of final forfeiture of both deposits in the event of non-fulfilment of these obligations.

Fees and Expenses

The expenses and taxes concerning the Auction Report such as, by way of example, the expenses for stamps, accessories, taxes, duties and other fees, shall be borne completely by the Successful Bidder, as defined in point 8 of the Book of Auctioning Conditions, together with the Notary's fee for the drafting of the Auction Report, which varies according to the complexity of each auction procedure and to the value of the asset held for sale, up to a maximum amount of € 1,200 plus VAT. The aforementioned fees and taxes are to be fully borne by the Successful Bidder. Moreover, the Successful Bidder shall pay to the Auctioneer the expenses borne by the latter for the IT management of the Auction procedure at the amount of € 290 plus VAT for each awarded plot, plus € 50 plus VAT for each awarded plot for the publication on the "Notarial Notices" portal. Considering that the sales agreement between Rome's ATER and the Successful Bidder may be signed by the Notary (Auctioneer or Secondary) to whom the Bid was submitted, each Bidder shall have the right to request, upon submitting the Bid, a rough estimate of the fees to be paid, pursuant to Art. 9 of Legislative Decree no. 1 of



2012, converted into Law no. 27 of 24 March 2012. The aforementioned amounts shall be paid within 30 days from the notice of award, and the payment receipt shall be provided to the Notary tasked with drafting the sales agreement on the day of its signature.

ATER's Rights and Powers

Pursuant to point 5 of the Book of Auctioning Conditions, Rome's ATER shall reserve the power to amend, suspend and/or terminate the auction and awarding procedures at any time up to the signature of the agreement, for motivated reasons, and the Bidder or the Successful Bidder shall not be entitled to make any claim against it, notwithstanding, in the event of the termination of the auction or of the awarding procedures, the obligation to reimburse the Guarantee Deposits, as well as the expenses borne pursuant to the Book of Auctioning Conditions. The Bidder shall not be entitled to make any claim against the Rome's ATER for lost profits and/or for the costs borne for the submission of the Sealed Bid.

Should the real estate unit for which the Bid is submitted be illegally occupied or should it become illegally occupied during the auctioning procedure, the sales agreement shall be signed upon the actual delivery of the real estate unit free of tenants and objects and, in any case, not later than six months from the final award. In the event of failed eviction of any illegal tenant, Rome's ATER shall undertake to return the guarantee deposits made, as well as the fees and expenses borne pursuant to the provisions set forth in the Book of Auctioning Conditions, and the Successful Bidder shall not be entitled to make any claim against ATER, thus releasing it from any duty and liability with regard to this failure to perform.

It is noted that the online procedure allows for both the usual submission of a sealed envelope and the submission of a digital or digitalised bid in accordance to the procedures set forth in the current Book of Auctioning Conditions, and that in order to partake in the Auction, the bid's deposit must be completed upon prior appointment and within the terms set forth in the Plots List, before the Auctioneer or one of the Secondary Notaries listed officially on the official website of the Notaries National Council. Notarial Auction Network Certified Notary, whose list can be viewed on the Notaries' official websites www.notariato.it and www.avvisinotarili.it).

Bids shall be submitted within the terms set forth in the Plots List.

For any further technical and document-related information, please get in touch with ATER's Assets Redevelopment and Design Service (call centre +39 06/686288, e-mail address aste.alloggi@aterroma.it); for any procedural information, please get in touch with the Auctioneer or with the Notaries National Committee (e-mail address dismissioni.cnn@notariato.it).

How to Visit the Properties

Properties' visits must be booked via ATER's website at the following link: <https://www.aterroma.it/aste/vendita/agendaalloggiXXXII.html>. Visitors must wear adequate PPEs in accordance to current COVID-19 legislations.



CONSIGLIO
NAZIONALE
DEL
NOTARIATO



Azienda Territoriale per l'Edilizia Residenziale
Pubblica del Comune di Roma



For this purpose, it is suggested to have a maximum of three visitors per visit, and it hereby prohibited to use the intermediation of third parties for commercial purposes; the Body shall reserve the right to call upon the competent authorities should this prohibition be violated.

IN CASE OF IMPOSSIBILITY TO ATTEND THE VISIT, PLEASE CANCEL THE RESERVATION.