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| The Judiciary  Deeds and Real Estate Registration Organization  of Iran  General Department of Deeds and Notaries' Affairs | **Bill of Sale** | Ministry of Industry, Mine & Trade  Eslamshahr Chamber of Guilds  Union of Real Estate Agents & Automobile Dealers & Related Businesses |

Registration Date: **Sept. 19, 2015**

Registration District: Eslamshahr – Code: 293

**Article 1- Parties to the Contract:**

1-1- Seller:

Ms

Father's Name: Birth Certificate No.:

National ID No.: Date of Birth:

Address:

Tel: Phone No.:

1-2- Buyers:

- Mr.

Father's Name: Birth Certificate issued in Tehran

National ID No.: Date of Birth:

Address:

Tel: Phone No.:

**Article 2- Specifications of the object of transaction:**

The subject matter of the agreement is the transfer of the entire six portions (entirety) of one apartment unit, built in 2013, with concrete frame, tract No. 54, located in District 12 of Tehran, Eslamshahr Registration District, measuring about **78** **m²**, plus storeroom No. 44, with shared water connection and private gas and power connections, having landline No., located at:.

**Article 3- Transaction price:**

The fixed transaction price including a house loan is **IRR 1,007,500,000.-** equivalent to 100,750,000.- Iranian Tomans, which shall be paid as follows:

3-1- The sum of IRR 130,000,000.- equivalent to 13,000,000.- Iranian Tomans was paid to the seller at the time of signing this agreement.

3-2- The balance amounting to IRR 877,500,000.- equivalent to 87,750,000.- Iranian Tomans shall be paid as follows:

The sum of IRR 340,000,000.- equivalent to 34,000,000.- Iranian Tomans was paid in cash.

The sum of IRR 150,000,000.- equivalent to 15,000,000.- Iranian Tomans shall be paid on Sept. 25, 2015.

The sum of IRR 387,500,000.- equivalent to 38,750,000.- Iranian Tomans shall be paid at the time of final transfer of ownership of the property to the buyer at notary public office No. 26 of Vavan-Eslamshahr.

Note 1- The failure of the seller to cash the check, if any, or to receive the price indicated in the above clause does not affect the validity of the contract.

Note 2- The seller undertook to deliver the vacant property safe and sound to the buyer against receipt on **Oct. 03, 2015**.

**Article 4- Contract Conditions**

4-1- The parties undertook to appear in Royal Center Office No. 26 of Vavan-Eslamshahr on **Oct. 03, 2015**, and the seller undertook to transfer the title deed to the buyer or any competent person introduced by the buyer. By the way, the obligation of the seller to transfer the property to the next transferee shall be subject to attestation of transfer of the property through presentation of the contract. The Notary public’s report shall indicate the failure of the party who does not appear in the notary public to sign the documents.

4-2- The failure of the seller to present the documents for drawing up the title deed and the failure of the buyer to pay the price are the same as their absence in the notary public office, and in such cases the notary public is authorized to issue a non-attendance certificate.

**Article 5- Delivery Conditions:**

5-1- the seller shall deliver the property together with its appurtenances to the buyer on **Oct. 03, 2015** and remove any impediments existing in relation to the use of the property.

5-2- In case it is proved that the property cannot be transferred due to some unpredictable events and the event has occurred during the execution of the bill of sale, the contract is null and void and the seller shall return the price he/she has received to the buyer.

5-3- In case it is proved that the property cannot be transferred for reasons other than unpredicted events such as mortgage, confiscation, writ of execution of the Department of Justice or notary public office and if it is occupied by force, the property legally is not transferrable to the buyer and the seller shall not only return the contract price, but also pay a 10% of the transaction price as the damages incurred.

5-4- All charges and expenses due to submission of the property shall be borne by the seller, unless to be agreed in other ways.

**Article 6- Contract effects:**

6-1- This contract prohibits the seller to transfer the property to anybody except the above buyer and in case of failure, the buyer is entitled to cancel the contract or with filing the suit cancel the transfer and force the seller to transfer the property to him/her. In case it is not possible to force the seller to transfer the property, the buyer is entitled to cancel the contract and the seller has to pay to the buyer all the costs and expenses incurred amounting to a quarter of transaction price as well as the damages incurred to the buyer for failure to perform obligations.

6-2- The seller shall obtain all the necessary documents in relation to the property before the date of drawing up the title deed, such as municipality clearance certificate, tax certificate, etc.

6-3- The seller shall pay all probable debts and liabilities in relation to the dependencies, superstructure and other appurtenances in the property before the date of drawing up the title deed.

6-4- All the costs related to the transfer of the property such as municipality and finance departments charges shall be borne by both parties and the registration fee and notary’s fee shall be paid mutually by the parties.

6-5- The agreed price indicated in Article 3 shall never change due to fluctuation of prices and no right and claim is expected for the seller.

6-6- All options including option of loss, with the exception of option of fraud, were waived by the parties.

6-7- In case the obligations are not performed by the seller, he/she shall pay IRR 300,000.- per day to the other party for the delay in performing the obligations and in case the defaulting person is the buyer, he/she shall also pay IRR 300,000.- per day to the other party for the delay in performing his/her obligations. The said damages shall be paid in addition to performing the obligations.

**Article 7- Commission of the Real Estate Agent:**

The commission of the real estate agent tariffed by the Supervision Committee of city of Eslamshahr shall be paid mutually by both parties when signing the present contract.

**Article 8:** The present contract was prepared, signed and exchanged by the parties in three copies with the same wording and validity at Sarvestan Real Estate Agency (code: 293) on **Sept. 19, 2015** at 12:00. The Real Estate Agency has to seal the copies and deliver the second and third copies to the buyer and the seller and file the first copy in agency, and the copies shall be null and void after issuing official deed.

**Article 9:** The legal aspects of the contract are confirmed and are according to the current rules and regulations.

Signed and Fingerprinted by:

Seller

Buyer

Witnesses

Having established the identities of the parties and confirmed the authenticity of documents of the property, the content herein was registered and certified by me, the agent.

Signed and Sealed: Sarvestan Real Estate Agency (Code: 293)

True translation from the Persian original, hereto appended, is certified

Official Translator to the Judiciary

Tehran-Iran, Sept. 17, 2023