

OFFICIAL TRANSLATION FROM PERSIAN

**Iran Real Estates and Properties Transactions Organizing System
Iran Real Estates and Properties Transactions Registration System**

Date of Contract Reg.:
Contract Reg. No.:
Real State ID:
Guild Union No.:
Hologram Serial No.:
Tracking No.: Date of Issue of the Tracking No.:

Bill OF SALE

Article 1- PARTIES TO THE TRANSACTION

Transferor:

Name & Surname	Father's Name	B/C No.	B/C Place of Issue	National ID No.	Phone No.	Address

Transferee:

Name & Surname	Father's Name	B/C No.	B/C Place of Issue	National ID No.	Phone No.	Address

Article 2- OBJECT OF TRANSACTION AND ITS SPECIFICATIONS

Subject matter of the transaction is 100 shares out of 100 shares (6 portions) of an apartment with a title deed with residential application, the property registered under sub-plate No. out of main plate No., Property Registration of Northwest, covering the area of ... sq.m. the property has concrete structure, constructed in, in addition to parking lot No. , and storeroom No.with an area of sq. m, it has ownership title deed under printed serial No. Postal code:, located at

The subject matter of transaction has 5 floors, 2 apartments, to north side, stone façade, elevator, ceramic flooring, MDF kitchen, flush and squat toilet, radiator for heating system, cooler for cooling system.

Article 3- CONSIDERATION

3-1 The consideration was determined as

Article 4: CONDITIONS FOR TITLE DEED DRAWING UP

4-1: The parties undertook and pledged to attend Notary Public Office No. ... in Northwest Registry District on and take action to draw up the notarized title deed of the object of transaction in the name of the transferee.

4-2: If the transferee is requested to raise the loan from Bank or other financial and credit institutes for paying the part of the amount of the contract, the transferor is obliged to perform all of the cooperation for receiving the loan from the transferee.

4-3: If the object of transaction includes any kind of loan, the transferors are obliged to release the property before drawing up of the title deed. In case that any right conveyance is mentioned in the deed, it should be inquired from the respective bank before entering into any contract.

4-4: In case of non-attendance of either party in Notary Public Office for drawing up of the title deed, a non-attendance certificate shall be issued in the notary public office.

4-5: Attendance of the transferors without having the required deeds and documents at hand and attendance of the transferee without having the sum set forth as the price of the object of transaction shall be deemed as non- attendance. The notary shall be authorized to issue non-attendance certificate in the above circumstances.

Article 5: CONDITIONS OF DELIVERY OF THE OBJECT OF TRANSACTION

5-1: The transferors are obliged to deliver the property with all appurtenances thereof to the transferee and remove all barriers to full use and exploitation of the object of transaction. All the expenses resulting from this submission shall be borne by the transferor.

5-2: If it is proved that the object of transaction belongs to a third party and is usurped and cannot be legally transferred to the transferee due to any reasons excluding force majeure such as mortgage, confiscation, executive operation by Justice Administration or Notary Public Office, or if, after inquiry from municipality, it turns out to be in the way of boulevard or various educational and health projects, the transferors are obliged to return all the amount received plus IRR 10,800,000,000 to the transferee for the damage incurred. Initiating the probable claim is not the block for demanding the compensation by transferee. If the transferor eradicates the block by paying the amount, it shall be possible by trading off. It shall be not as block from demanding the compensation at this article.

Article 6: CONTRACT EFFECTS

6-1: The transferors undertake to acquire all the required documents and permits related to the object of transaction from respective authorities such as clearance certificate of municipality, endowment dept., finance dept., urban development org., water and wastewater dept., social security organization, electricity, gas and telecommunication departments, etc. and pay off all probable debts related to the fixtures, appendages, and constructions of the property object of transaction maximum up to the date set forth for drawing up of the notarized title deed.

6-2: All the transfer expenses including those of the Finance Department, Municipality, and Endowment Dept. shall be borne by the transferors whereas the registration and notaries fees shall be paid equally by the transferors and the transferee.

6-3: The price agreed upon for transaction in Paragraph 1, Article 3 of this contract shall not be changed as a result of fluctuations in prices or due to inflation and the transferors and the transferee shall have no claim in this regard.

6-4: All options including option of loss except for the fraud options are waived by acknowledgement of the parties.

6-5: In case that the transferors do not fulfill the obligations provided in this contract, they shall be obliged to pay IRR 10,000,000 per day to the other party as compensation of delay fulfillment of obligations. In case that the transferee does not perform the obligations provided in this contract, he shall be obliged to pay IRR 10,000,000 per day to the other party as compensation of delay in fulfillment of obligations. The said amount is additional to the main undertaking and shall be added to it.

6-6: This contract shall not be valid without signature and seal of the real estate agency.

6-7: After establishing the identities of parties, the original title deed and the related papers were seen, accepted and acknowledged to them by signing the copy of mentioned papers.

Article 7: Parties File

7-1: All natural and legal entities are obliged to pay the Real Estate Agent's fee according to the rate determined by Karaj Supervisory Commission individually and pay the said amount concurrent with signing the contract, and then take due steps to obtain the tracking number.

7-2: This contract is made according to the provisions of Articles 343 and 352 of Commerce Code and its cancellation shall have no effect on the amount of real estate agent's fee.

7-3: Furthermore, a value added tax of 9% will be collected from both parties.

7-4: Transacting parties should consider that the Real Estate Agency is obliged to write in the correct cell phone number of the parties and should the Real Estate Agency fail to do so, it shall be considered a guild violation, because all of the information regarding the contract and possible changes shall be announced via the cell phone number.

7-5: To sign up in the Real Estate System, you should perform one of the two following steps:

A) Send the National ID No. and tracking number of the contract (input as National ID No. of the party # tracking number) must be sent to 110203001. (Note: please note that the first number must be National ID No. and the tracking number as second.)

B) Read the barcode by your smart phone and send it to No. 110203001.

7-6: Any type of agreement between the parties to the contract that has not been mentioned in the above shall be written in the remarks and endorsement of the present contract and undersigned by parties, witnesses and real estate agency.

REMARKS:

This bill of sale was drawn up upon agreement of the parties. The object of transaction and all documents were observed by the buyer. This bill of sale was drawn up by virtue of partnership in construction contract dated Feb. 02, 2020 at Persian Notary Public Office, and through construction permit No. dated Sep. 28, 2020. In case of non-payment of the remaining consideration, this contract will be cancelled. It is worth mentioning that according to the concluded agreement between the buyer and seller (constructor), in case of satisfaction of the owners of the fifth floor or obtaining power of attorney for sale on their behalf at the date of delivery of object of transaction on due date and date of drawing up deed at the notary public office, the subject of contract will be cancelled and fifth floor, the sq. m apartment will be replaced. The buyer is authorized to cancel the contract or committed to it. Upon request for cancellation, the consideration of transaction will be returned and 20% of consideration will be paid to as bond money and loss. The seller shall have no objection. Afarand real estate agency has no responsibility in this respect and the parties agreed upon their mutual consent. Price of any increase or decrease in the area of the object of transaction on date of issuance of this deed at the notary public office shall be calculated based on this bill of sale. Parking number and storeroom number and area of storeroom will be determined at the date of drawing up this deed.

NOTES:

1- Drawing up of the contract is subject to submitting the documents including ownership documents for the object of transaction.

2- The real estate agent does not guarantee the credit and solvency of the people he is working for and has no responsibility regarding the value of the object of transaction.

3- The real estate agent is obligated to keep copies of all documents and papers relied on in the contract and signed by the parties up to the date of drawing up of the title deed.

4- In case that the real estate agent is beneficiary as far as the contract is concerned, he must notify the parties of the matter, otherwise he is guarantor of the damages incurred to the parties.

5- Any agreements between the parties not inserted in the above items, shall be written in the remarks.

6- The real estate agent is obliged to keep the contract sheets for 5 years after receiving the tracking number.

Transferor:

Transferee:

Subject Matter of Transaction:

100 shares out of 100 shares (6 portions) of an apartment with a title deed with residential application, the property registered under sub-plate No.out of main plate No., Property Registration of Northwest, covering the area of sq.m. the property has concrete structure, constructed in 2021, in addition to parking lot No. 8, and storeroom No. 8 with an area of 2.5 sq. m, it has ownership title deed under printed serial No. Postal code:, located at has been transacted amounting to IRR

Signed and fingerprinted by the Transferor
Signed and fingerprinted by the Transferee,
Signed by the Witnesses and legal expert

Signed and Sealed by Real Estate

With verification of identities of the parties to the contract and the documents of the subject matter of the contract, all the mentioned contents in this contract were verified and certified by me.

Overleaf:

On, the parties to the contract under tracking code dated issued by real estate agency, appeared at this real estate agency and date drawing up the deed was changed from ... to

On, the parties to the contract under tracking codedated issued byreal estate agency, appeared at this real estate agency and date drawing up the deed was changed from to

Signed and fingerprinted by the Transferor
Signed and fingerprinted by the Transferee,
Signed by the Witness

Signed and Sealed by Real Estate

True translation certified

Date: