### **OFFICIAL TRANSLATION FROM PERSIAN**

Villara Real Estate Agency

Ministry of Industry, Mine and Trade Chamber of Guilds Real Estate Agent Guild Union The Judiciary

State Organization for Registration of Deeds and Real Estate Properties General Department of Deeds and Notary Public Offices

# Bill of Sale

The summary of the present Bill of Sale was registered on Page 7 of Vol .. of Real Estate Agent Book under Reg. No. ... dated ..... Reg. Dist.: Abbasabad County

# ARTICLE – 1: TRANSACTION PARTIES

1-1 Seller: Mr. ...., son of ...., holder of Birth Certificate No. .... issued in ...., and National ID No. ...., born on ....., residing at ....., Tel No. .....

**1-2 Buyer:** Ms. ....., daughter of ..., holder of Birth Certificate No. ..... issued in ...., and National ID No. ...., born on ...., residing at .... Tel No. ....

Article 2: Subject of Lease Agreement and Its Specification: Six portions out of six portions of a ...., registered under subplate No. .... out of Main Plate No. ...., located in .... covering the area of .....sq. m., together with ...., central heating system, subscriptions of water, power, and natural gas, chilling system.

Scopes: by North: Property of Mr. Hosseini; By South: alley; By East: land; By West: land Address: ....

# Article 3. Consideration

The consideration amount was determined as IRR .... by the mutual agreement of the parties, which shall be paid by the buyer as following:

3-1- IRR .... has been already paid at the real estate agency. The first part amounting to .... Tomans was paid at ....Bank through cheque No. .... dated .... and the second part amounting to .... was paid at .... Bank through cheque No. .... dated ...., and the rest consideration amounting to .... was paid to the seller at the notary public office via a coded cheque.

### Article 4. Conditions of Deed Execution

4-1- Parties to the present contract undertook and covenanted themselves to attend Notary Public Office of .... or any other Notary Public Office which may be offered by the bank or other relevant organizations, on .... while fulfilling all obligations and terms thereof for drawing up the official title deed for the object of transaction in the name of the transferee. In case of absence of either party in Notary Public Office for drawing up the title deed, the Notary Public shall issue the Certificate of Absence for proving the fact.

4-2. The failure in presentation of the required deeds and documents to draw up deed by the seller and failure in payment of the consideration by the buyer is considered as failure in appearance and the Notary Public is authorized to issue a certificate for non-appearance in the mentioned provisions.

### Article 5. Conditions of Handover of Subject Property

5-1. The seller shall deliver the subject matter of transaction, along with all commons, appurtenances and subscriptions to the buyer on October 18, 2021 and remove all barriers for the settlement and operation from the subject matter of transaction.

5-2. In case that it turns out the subject matter of transaction may not be transferred due to natural reasons on the date of concluding contract, it will be cancelled and the seller is obliged to return all the received money from the buyer.

5-3 In case it turns out that the subject matter of transaction may not be transferred for legal reasons other than natural causes, such as mortgage, attachment, executive operations for the Justice Administration or execution of the title deed, entitlement to other person and considering as usurped, the seller shall refund all the consideration amount, plus 30% of the total consideration, to the buyer as the compensation.

5-4. All costs resulted from the delivery of the subject matter of transaction shall be borne by the seller unless agreed other cases.

### Article 6. Effects of Contract

6-1. This contract shall prohibit the seller from making any transfer of the subject matter of transaction to another person than the Buyer for any reason whatsoever. Or, the Buyer shall have the right to apply for termination of the contract and institute legal proceedings against the seller to oblige the seller to transfer the property to the Buyer. If it is impossible to oblige the seller to do so, the buyer shall have the right to cancel the contract and be refunded by the Seller all the costs sustained by the Buyer equal to the amount of 30% of the total consideration as loss and damages incurred.

6-2. The seller shall prepare all the required documentation and licenses such as accounts settlement note of the Municipality, taxation, etc. before or at most at the due date.

6-.3 The seller shall have the responsibility to settle all liabilities, if any, as to the commons, appurtenances, accessions and facilities of the subject matter of transaction at most at the date of the deed execution.

6-4. The costs of transfer, including the charges of Municipality, Finance Department, etc., shall be borne by the Parties, and the cost of registration and notarial fees shall be borne by both parties.

6-5. The agreed price in para. 1 of Article 3 given above shall not at all change due to the market price fluctuations and none of the parties shall have any right of claim on the other.

6-6. As acknowledged, all options, including option of gross loss, except for option of fraud, were waived by the parties.

6-7 In case of failure in fulfillment of the obligations by the seller, he shall compensate the affiliated loss caused by the delay in fulfillment of the obligation to the other party as the amount of IRR .... for each day of delay and in case of failure in fulfillment of the obligations by the buyer, they shall compensate the affiliated loss caused by the delay in fulfillment of the obligation to the other party as the amount of IRR .... for each day of delay. The mentioned loss is in addition to the fulfillment of the main obligation and shall be added to that.

#### Article 7. Payment of Real Estate Fee by Parties

The Estate agent's fee shall be shared by both parties according to the tariff set by Supervising Committee of the County, of which - of the total transaction was paid by the seller at the time of the signature of the present bill of sale in return of a receipt.

**Article 8.** This bill of sale was drawn up, signed and exchanged in triplicate at Real Estate Agency No. ...., located next to ..... The Real Estate Agent shall seal the copies of the contract with the seal of the Real Estate Agent, present the 1<sup>st</sup> and 2<sup>nd</sup> copies to the buyer and seller and keep the 3<sup>rd</sup> copy in the achieve of the Notary Public Office; All the 3 copies have the same force and effect. They will be considered as null and void after drawing the title deed.

Article 9. The contents of this contract are executed as per the governing regulations and are confirmed.

**Remarks:** The property was visited by the purchaser. The villa bear forest and plain title deed and certificate of no breach in construction rules. The villa has water, power, natural gas and telephone. The transaction is irrevocable and any type of right of cancellation will follow 30% of the consideration of the transaction. In case the cheque is bounced due to any reason, the seller will be authorized to cancel the transaction until one month. Any type of detection of corruption in the villa until the present moment shall be borne by the seller.

Signed and Fingerprinted by the Seller Signed and Fingerprinted by the Buyer Signed by two witnesses After having verified the identity of the parties, this contract was made before me, Real Estate Agent. Real Estate Agency

True translation certified

Date: ....