

Translation from Persian

In the Name of God

The Judiciary

State deeds & Real Estate Registration Organization

Deeds & Notaries Affairs General Directorate

Ministry of Commerce

Distributive-Services Guild Affairs Assembly

Real Estate Agencies Guild Union

***Bill of Sale***

Serial No.

Real Estate Agency No.:

Registry of Dist.

Summary of this contract was registered on 16 June .

**Article 1: Parties to the Contract**

1.1 Seller/s:

**Mr.** , son of , holder of birth certificate No. , issued in , national No. --1, **born on** , residing at No , No. , , Tel. No.: .

1.2 Buyer/s

**Mr.** , son of , holder of birth certificate No. issued in Tehran, bearer of national No. --0, **born on** , residing at , alley, Tel. No.: .

**Article 2: Subject & the Particulars**

The entirety of one apartment, holder of minor registration No. 17042 out of major No. 163, plate No.38, located in (illegible) district, Karag-2 registry, measuring approximately 80 sq.m, title deed serial No. P90 138783, page 146, book 317, together with the entirety of parking space and the entirety of storeroom, No. 5, holder of right of water, electricity gas subscriptions, operating radiator, and cooling system, residing in <sup>h</sup> east cul-de-sac, alley, , road, .

**Article 3: Price of transaction**

An amount of Rls. 1 000 000 equals to 000 000 Toman legal tender of the country was determined and agreed by both parties and shall be paid by the buyer as follow:

3-1) an amount of Rls. 000 000 equal to 000 000 Toman was paid to the seller by the buyer through a cheque No. 776541 at Bank , on 15 June on the spot and sellers accepted by signing the bill of sale. 000 000 Tomans each square meter of which is 1 000 .

3-2) the remaining amount of the transaction is Rls. 000 000 equal to 000 000 was agreed to be paid as follows:

The apartment shall be delivered on 13 July

Amount of Rls. 000 000 equal to 000 000 shall be paid at the time of drawing up official deed and absolute transfer at Notary public office No.48, located at opposite confectionary, further down Anbar-e .

Note 1: non-collection of the checks or the dues mentioned in paragraph 1-3 of article 3 of this paper, by the seller or the buyer does not affect accuracy of the transaction.

Note 2: the seller commits to evacuate the subject of transaction sound and safe on 13 July 2014 and submit it to the buyer against receiving written receipt.

**Article 4: Conditions Related to Deed Conclusion**

4-1- Both parties undertook to appear at the office of the notary public office No.48 at most until 21 December for drawing up deed any notary public office that the bank or affiliated organization located -, and fulfilling all terms and conditions stipulated in the sale agreement, execute the title deed of the object of transaction, and the seller undertook to transfer the deed in the name of the buyer or any other person introduced by the buyer. Meanwhile, the fulfillment of obligation to execute the deed by the seller in the name of the subsequent transferee is contingent upon the establishment of the transfer by presentation of a contract. In case either party does not appear at the office of the notary to drawn up the deed, the certification by the notary shall be deemed as the evidence of his/her violation.

4-2- The seller's failure to present documentation and papers required for the issuance of deed and the buyer's failure to pay the price is considered as absence, and in the mentioned cases the notary is authorized to issue an absence certificate.

4-3- All the expenses of submission of the property shall be paid by the seller, unless, another agreement has been made.

**Article 5: subject of contract deliver conditions:**

5-1- The seller is bound to deliver the buyer all the required documents on 13 July , including all appurtenances, annexations, and additions and remove all obstacles in revenue and vindication of subject of contract.

5-2- If it is clarified that this subject is not transferable because of legal powers and this problem is related to contract time, this contract will be failed and seller must deliver the money to buyer.

5-3- If it is clarified that this subject is not transferable because of any reasons except legal powers, such as mortgage, expropriation, carrying out operations by judiciary, or official deed executions, and is not legally transferable to the buyer, seller is obliged to pay buyer Rls. 000 000 as damages in addition to the origin money.

5-4- The seller is required to pay all costs of subject of contract delivery, unless another contract is agreed.

**Article 6: Contract Effects**

6-1- The seller is prohibited to transfer subject of contract under any title and reason to anybody except buyer. If sellers break this contract and transfer the subject to a person except buyer, the buyer has the right of asking termination of this contract, or with contract termination claim of adduction to seller and ask delivering transfer case from seller. If it is not possible, buyer has contract termination right, and seller must pay all costs which are paid by buyer. Rls.200 000 000 must be paid as damages to buyer.

6-2- The seller is bound to receive all required permits and instrument from various authorities, with respect to the subject of the transaction, such as municipality, tax, etc. previously on latest before the date specified for the issuance of the notarial deed.

6-3- The seller is required to settle all contingent debts with respect to accessories, buildings, constructions and facilities existing at the subject of transaction latest before the issuance date of the notarial deed.

6-4- Transfer expenses such as those of the Financial Department and Municipality, etc. shall be borne by two parties, and registration and notary's fees shall be borne by both parties (equally).

6-5- The price agreed upon for the transaction under paragraph 1 of Article 3 shall, in no way, be changeable for the reason of prices fluctuation; and no right or claim shall be imagined for both the seller and the buyer in this respect.

6-6- Both parties acknowledged that all options including option of loss were waived by them, except the option of deception.

6-7- If the seller fails to perform his obligations, he shall be bound to pay the other party Rls. 000 each day of delay as damages for delay in performance of obligations and if the buyer is the refraining party, the buyer is required to pay the other party Rls. 000 each day of delay as damages for delays in the performance of obligations. The mentioned damages are in addition to the main undertaking and shall be added to it.

**Article 7:** Remuneration of the real estate agency, as per tariffs of the supervision Committee of Tehran township, was borne separately by both parties and simultaneously with signing of this contract, Rls. - was paid. Cancellation of the contract has no effect in amount of remuneration.

**Article 8:** This contract was drawn up on 16 June at Alborz real estate agency office, located at Alborz real estate agency, Blvd., , officer: , Tel. No.: , and signed and exchanged by parties in three copies. The real estate agent is bound to affix the real estate agency's seal on the copies of the contract, to produce 2<sup>nd</sup> and 3<sup>rd</sup> copies to the buyer and seller, and to record the first one in a special register; All the three copies shall be with the same effect.

**Article 9:**

This contract is drawn up according to the current rules and is approved.

**Remarks:**

The subject of transaction is one residential apartment, measuring approximately 80 sq.m, located on the 4<sup>th</sup> floor, 6<sup>th</sup> unit, with 2 bedrooms, a reception salon and corridor, kitchen (newly-constructed), ceramic flooring, ceramic body, MDF kitchen, holder of hood, table oven, the package and heating system have been installed. The seller undertook to install facet and the mesh for placing the dishes washed. The above-mentioned property has been investigated by the buyer and he has accepted it. The value of transaction is 000 000 of which 000 000 tomans has been deliver through a check under No. of , has been delivered to the seller. It was determined that 000 000 shall be delivered by the purchaser to the seller to the seller at the time of signing and delivering the apartment. The remainder which is 000 000 shall be paid at the notary public office and presentation of the documents. It must be noted that the purchaser agreed that parking space of unit 6 is on the yard and the storeroom of unit 6has located on the roof and belong to the purchaser common areas of the building and private gas (illegible).

Signed and fingerprinted by:

The Seller

The Buyer

The Witnesses

Alborz Real Estate Agent

**Reverse side:**

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2 checks under No. dated 20 July , Bank , Branch, code: , at Rls. 000 000 and check No. dated 20 July , Bank , , code: , were delivered to the seller on behalf of Mr. on 21 July 2014 at the presence of the owner, Mr. (illegible). Rls.1 000 000 equal to 000 000 has been delivered to the seller until now. It should be noted that Mr. committed the commitments of the contract and follow-up code. Furthermore, value of each square meter is 1 000 . It should be noted that the apartment has been delivered to the purchaser.

Signed and fingerprinted by:

The Seller

The Buyer

The Witnesses

Alborz Real Estate Agent

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True translation certified.