

Legal Basis: this "Purchase And Sale Brokerage Agreement" has been issued in accordance with and within the framework of Articles 16 and 20 of the Regulation on Trade in Real Estate published in the Official Gazette dated 5 June 2018 and numbered 30442

BROKERAGE CONTRACT (AGREEMENT) FOR BARGAIN AND SALE

ARTICLE 1 – SIDES (PARTIES)

On the other hand, with Authorization Number with contact information (after that referred to as the **RESPONSIBLE PROPERTY CONSULTANT**),

on the other hand operating at with contact information and TR Identity Number, (after that referred to as the **BUYER (RECEIVER)**),

on the other hand operating at with contact information and TR Identity Number, (after that referred to as the **SELLER (BARGAINOR)**) has been arranged and signed with the following terms and conditions.

ARTICLE 2- SUBJECT OF THE CONTRACT (AGREEMENT)

2.1. RESPONSIBLE REAL ESTATE CONSULTANT, by bringing the sides together within the framework of the task of preparing the sales contract, and having reached their agreement; Acknowledgment, declaration and undertaking that they will pay the service/commission fee amounting to SELLER (BARGAINOR) % + VAT, BUYER (RECEIVER) + VAT over the written sales price to the RESPONSIBLE REAL ESTATE CONSULTANT in cash and at once.

2.2. REAL ESTATE INFORMATION

- Province :
- Town :
- Parcel :
- Parcel Area :
- Neighborhood :
- Block/Independent Section No :
- Village :
- If Land/Field, Surface Area :
- Kind :
- Address :
- Property Sale Value :
- Date of Sale in the Title Deed :
- Payment Method of Sales Price :
- Sharing Procedure of Costs :

**TÜM EMLAKÇILAR MESLEK ODASI
ANKARA**

2022

ARTICLE 3- RIGHTS AND OBLIGATIONS OF THE SIDES

3.1. For any reason; if one of the sides refuses to perform the sales relationship on the agreed date or creates difficulties, this side; It accepts, declares and undertakes to pay the service/commission fee of both sides specified in this contract to the RESPONSIBLE REAL ESTATE CONSULTANT on the agreed date of sale without any warning.

3.2. BUYER (RECEIVER) has given a deposit of -TL (.....Turkish Lira) to the RESPONSIBLE REAL ESTATE ADVISOR; This deposit will be deducted from the service/commission fee when the sale is made or the BUYER (RECEIVER) gives up.

3.3. For the sake of realizing the debt;

BUYER (RECEIVER) or SELLER (BARGAINOR); The RESPONSIBLE REAL ESTATE CONSULTANT accepts, declares and undertakes that he/she has to pay a penalty of -TL (.....Turkish Lira) if he/she performs the transaction by deactivating.

3.4. SIDES; accepts, declares and undertakes that the expenses subject to this contract are expenses such as title deed fee, revolving fund service fee.

3.5. SIDES; If the BUYER (RECEIVER) and/or SELLER (BARGAINOR) were represented by a proxy in the signing of this contract and it turns out that the person declaring that he is the authorized representative to sign the contract does not have a proxy or is an unauthorized representative; The person who presents himself as a proxy and signs in this capacity accepts, declares and undertakes that he will be personally responsible for all debts arising from the person on whose behalf he is signing, and especially for the commission price determined in this contract.

3.6. SIDES; If the service/commission fee of the RESPONSIBLE REAL ESTATE CONSULTANT is not paid within the time specified in this contract, this receivable; accepts, declares and undertakes that "commercial advance interest" will be applied from the date of sale agreed in the contract.

3.7. BUYER (RECEIVER), even if the sale transaction is made on behalf of his spouse, children, siblings, parents, partners, stakeholders, representatives, employees for any reason or reason, or on behalf of his 1st and 2nd degree relatives by blood and affinity; accepts, declares and undertakes that it is responsible for the debts and obligations arising from this contract.

3.8. Having the below-signed stakeholder/stakeholders in the immovable property declared that they have received authorization from other stakeholders for the execution of this contract; If other stakeholders then claim that they did not authorize the signing stakeholder or if they prevent the sale, the stakeholder/stakeholders signing this agreement will be liable for all debts arising from the contract, valid for the entire real estate. Likewise, the person who signed this contract in the capacity of the SELLER (BARGAINOR) has declared that he is authorized to sell the immovable property and it is not necessary to be the owner in order to conclude a sales contract; Even if he is not the owner of the immovable, he cannot claim this situation as an excuse for not fulfilling his debts arising from this contract; all debts and responsibilities for him are valid. If the one who has signed the contract as a seller proxy is not the proxy or has no authorize for signing this contract, the undersigned person accepts, declares and undertakes on behalf of the person or persons to whom he/she signed to be personally responsible for all debts and especially commission fees incurred or to be incurred.

3.9. SIDES; It accepts, declares and undertakes that the provisions regarding the service to be provided to the RESPONSIBLE REAL ESTATE CONSULTANT and the fee to be received in return are subject to the provisions of the brokerage agreement within the meaning of the Turkish Code of Obligations article 520 and the following articles.

3.10. The SIDES accept, declare and undertake that they have examined the immovable title deed and zoning records.

ARTICLE 4- NOTIFICATION AND ADDRESS CHANGE

All kinds of notifications to be made regarding this contract shall be made to the addresses of the SIDES stated above.

The SIDES agree that the above-mentioned addresses are legal notification addresses. In case of any change in the addresses of the SIDES specified in the contract, the notification sent to the addresses written in the contract shall be deemed to have been served whether or not it reaches the addressee, unless the situation is notified to the other party by a notary public.

ARTICLE 5- PRIVACY AND PROTECTION OF PERSONAL DATA

5.1. SIDES will comply with the obligation of confidentiality, will not disclose any information such as business plans and projects, design, commercial information and secrets to be applied, commercial reports, commercial strategies, analysis, etc. to third sides during the service to be provided pursuant to the contract, or will not use or make use of this information. In this case, the other party agrees and undertakes to indemnify all kinds of damages that may arise from this. The SIDES accept, declare and undertake to pay for negative and positive damages, unless the other party can prove that they have not violated such an obligation, upon notifying in writing that they have acted in violation of this provision in any way whatsoever. The SIDES shall keep confidential any information they learned about each other during the contract, even after the termination of the contract. This provision will continue to be valid after the termination or expiration of the contract for whatever reason. In case of violation of this obligation, the violating party accepts, declares and undertakes to pay for any negative or positive loss and damage that the other party has suffered or will suffer for this reason, without the need for any further notice or warning.

5.2. Personal data that is shared with the RESPONSIBLE PROPERTY CONSULTANT is utilized according to the 6698 numbered Personal Data Protection Law Information. The BUYER/SELLER accepts and declares that he/she has express consent to the processing of personal data within the scope of the measures stipulated in the law.

ARTICLE 6- TRANSFER PROHIBITION

BUYER (RECEIVER) and SELLER (BARGAINOR); Without the written consent of the RESPONSIBLE REAL ESTATE CONSULTANT, it cannot directly or indirectly, in whole or in part, transfer the works subject to the contract or this contract or the rights and receivables arising from the contract to any third party or company, or to a third party arising from this contract cannot share in their rights and obligations.

ARTICLE 7- VIOLATION OF DISPUTES

Resolution of all disputes arising from or related to the contract to be concluded between the SIDES of this contract; Ankara Courts and Ankara Enforcement Offices are exclusively authorized.

In case of disputes between the SDDES, information and documents, commercial books, e-mail correspondences, etc. of the other party will constitute conclusive evidence within the meaning of HMK 193.

ARTICLE 8- ENFORCEMENT

This contract enters into force on the date it is signed by the sides and ends as specified in the contract unless terminated earlier.

This contract, which consists of 8 (eight) articles and 4 (four) pages, was signed in Ankara in three copies on the date of with the joint will, mutual acceptance and commitment of the SIDES.

BUYER (RECEİVER)	SELLER (BARGAINOR)

RESPONSIBLE REAL ESTATE ADVISOR

.....

Representative

.....

Additional:

Signature

Circulars

