

*Legal Basis: this " Authority And Commission Agreement In Real Estate/ Property For Sale" has been issued in accordance with and within the framework of Articles 15 and 20 of the Regulation on Trade in Real Estate published in the Official Gazette dated 5 June 2018 and numbered 30442*

## **AUTHORITY AND COMMISSION AGREEMENT IN REAL ESTATE/ PROPERTY FOR SALE**

### **ARTICLE 1 – SIDES (PARTIES)**

On the one hand, ..... is the authorized person with ..... Authorization Number ..... (Here in after referred to as RESPONSIBLE REAL ESTATE ADVISOR.),  
on the other hand ..... operating at ..... T.R. Identity Number .....  
(here in after referred to as the OWNER) arranged and signed under the following terms and conditions.

### **ARTICLE 2 - SUBJECT OF THE AGREEMENT (CONTRACT)**

**2.1. RESPONSIBLE REAL ESTATE ADVISOR;** Within the framework of the task of preparing the possibility of concluding the sales contract, it has been authorized to find buyers/customers for the sale of the immovable/immovables given above at the prices specified in this contract. RESPONSIBLE REAL ESTATE ADVISOR; It consists of determining the service/commission fee to be paid to the RESPONSIBLE REAL ESTATE CONSULTANT and the rights and obligations of the SIDES in customer finding and marketing intermediation works.

#### **2.2. REAL ESTATE INFORMATION**

- Zoning and occupancy permit status,
- Land registry information, type and address,
- Its size, age and actual use,
- Location features such as floor, facade and view,
- Approximate distance to the stops of public transportation vehicles such as minibus, bus and metro,
- Approximate distance to places such as schools, places of worship, hospitals and shopping centers and social areas such as cinemas, theaters, parks and picnic areas,
- Number of rooms, living rooms, bathrooms, toilets and balconies and their net sizes; kitchen, shower cabin and cabinet contents; interior features such as parquet and joinery and the condition of electricity, water, natural gas, telephone and satellite installations,
- The state of being an apartment, site, building or detached; the number of blocks, floors and flats on each floor; hydrophore, water tank, heating system, fire escape and elevator, and open and closed parking lots; external features such as security, football, basketball, swimming and similar sports fields and whether there is a playground,
- Share, precedent and projected building height information for the lands and whether there is any planted or planted crop on it,
- Whether there are mortgages, foreclosures and similar restrictions on it,
- The sale price of the immovable,
- The date of sale in the title deed,
- The way the sales price is paid,
- The way of sharing the costs.

### **ARTICLE 3 - RIGHTS AND OBLIGATIONS OF THE SIDES**

**3.1.** If the RESPONSIBLE REAL ESTATE CONSULTANT finds a customer for the price written above or for another price to be accepted by the OWNER and the sales contract is concluded; The OWNER agrees, declares and undertakes to pay the RESPONSIBLE PROPERTY CONSULTANT for the service/commission cost amount of %.... (2% or 4% rate can be agreed by parties) of the sales price written in this contract.

**3.2.** During the contract period, the owner cannot sell the property except to the responsible real estate consultant in person and cannot sell to another responsible real estate consultant or with the help of an intermediary either. Otherwise, the day when the sale happened he/she agrees, declares and undertakes that will give service/commission cost amount of %..... (2% or 4% rate can be agreed by parties) of the sales price written in this contract to the responsible real estate consultant.

**3.3.** The OWNER agrees that if the RESPONSIBLE REAL ESTATE CONSULTANT finds a buyer/customer for the price written in the contract and proposes the sale to him, the sale will be made, otherwise the OWNER will pay a brokerage fee amounting to %..... (2% or 4% rate can be agreed by parties) of the sales price written in this contract, declares and undertakes.

**3.4.** Having undersigned the following stakeholder/stakeholders in the shareholding immovables have 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 OWNER has declared that he is authorized to sell the immovable 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 it turns out that the person signing in the capacity of the OWNER's attorney is not a proxy or does not have the authority to sign this contract, the undersigned person accepts to be personally responsible for all debts that have arisen or will arise on behalf of the person or persons who have signed this contract as their representative, and especially the service/commission fee (salary), declares and undertakes.

**3.5** In the event that the OWNER finds a buyer/customer with the price written in this contract or at another price that he will accept in case of an offer lower than this price and the sales contract is realized, the OWNER shall give the RESPONSIBLE PROPERTY CONSULTANT at ..... of the sales price written in this contract. It accepts, declares and undertakes that it will pay a service/commission fee amounting to + VAT.

**3.6.** During the continuation of this contract; The OWNER accepts the consortium partner companies to be formed by the RESPONSIBLE REAL ESTATE CONSULTANT for the purpose of carrying out the work subject to the contract.

**3.7.** RESPONSIBLE REAL ESTATE CONSULTANT, as a result of the consortium it has formed; the consortium partner accepts, declares and undertakes that each company accepts responsibility for any damages that may arise in case of violation of this contract and that the penal clause provisions will be applied in case of violation of the contract.

**3.8.** For the sake of fulfilling the debt,

The OWNER accepts, declares and undertakes that the information given regarding the real estate is correct. In the event that the sale transaction cannot be carried out due to incorrect information or the buyer/customer cancels the contract for just cause, to the RESPONSIBLE REAL ESTATE CONSULTANT ..... It accepts, declares and undertakes to pay the penalty fee of TL (.....Turkish Lira).

**3.9.** For the sake of fulfilling the debt,

The OWNER, within 1 year from the expiry of the contract period, to the persons or organizations introduced, found or sent by the RESPONSIBLE REAL ESTATE CONSULTANT, to the spouse, mother, father, child, 1st and 2nd degree relatives of these persons by blood or marriage , if it sells it to real or legal persons for which it is a shareholder, representative or employee, again ..... It accepts, declares and undertakes to pay the penalty fee of TL (.....Turkish Lira).

#### **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 - TERM AND TERMINATION**

This contract; 3 (three) months from the date of signing. With the mutual written consent of the SIDES, the agreement may be terminated before its time. If one of the SIDES does not make a written notification, this contract will continue with the same period and conditions, once renewed. Before the expiry of the contract, the SIDES cannot terminate this contract without just cause. In case of unjust termination, the SIDES accept, declare and undertake that they are obliged to pay the penalty-i-condition fee determined in this contract.

#### **ARTICLE 6 - PRIVACY AND PROTECTION OF PERSONAL DATA**

**6.1.** 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.

**6.2.** Personal data that is shared with the RESPONSIBLE PROPERTY CONSULTANT is utilized according to the 6698 numbered Personal Data Protection Law information. The OWNER 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.

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#### **ARTICLE 7 - FORCE MAJEURE**

Force majeure events such as public uprising, epidemic diseases, military interventions in the country, natural disasters, war, mobilization, fire, strike and lockout, which occur in a way and to a degree that will stop the working opportunities of any of the SIDES partially or completely, temporarily or permanently, will not be responsible for situations that occur outside the control of the SIDES.

In the event that the force majeure situation continues for 5 days without interruption, the SIDES will come together and negotiate the continuation, suspension, termination or other forms of liquidation of this contract. In the event that the SIDES cannot reach an agreement within this process, the SIDES have the right to terminate this agreement.

#### **ARTICLE 8 - TRANSFER PROHIBITION**

The OWNER cannot directly or indirectly, in whole or in part, transfer or assign the contractual works or this contract or the rights and receivables arising from the contract to any third party or company

without the written consent of the RESPONSIBLE REAL ESTATE AGENCY cannot share in the rights and obligations arising from the contract.

#### ARTICLE 9 - 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 10 - 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 10 (ten) articles and 4 (four) pages, was signed in Ankara in two copies on the date of ..... with the joint will, mutual acceptance and commitment of the SIDES.

<b>RESPONSIBLE REAL ESTATE ADVISOR</b> ..... <i>Representative</i> .....	<b>OWNER</b> .....
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Additional: Signature Circulars

**TÜM EMLAKÇILAR MESLEK ODASI  
ANKARA**

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