

EXAMPLE

Agreement on Sale and Purchase of Real Estate in Turkey

KILIC & Partners assists in the creation and signing of the agreement, between the Buyer and Seller of the property, Completed in line with the requirements and legislation of Turkey for the protection of consumer rights and in accordance with European standards.

We construct and draw up the Agreement in the native language of the Buyer or seller and also in the Turkish language in accordance with the requirements of the local regulations. The Agreement shall contain the following provisions:

STRUCTURE OF THE AGREEMENT ON SALE – PURCHASE OF REAL ESTATE

1. Information about the Buyer and the Seller
2. Subject of the Agreement
3. Information about the property, which is the subject of the Agreement:
 - i. features of construction,
 - ii. floor layout,
 - iii. date of delivery into operation
 - iv. registration number of the land
4. Duties/Obligations of Parties:
 - i. Responsibility and obligations of the Seller for the transfer of ownership of the property to the Buyer without any encumbrances (mortgage, mortgage, rights of third parties, etc.). Responsibility for payment of debt, if any, etc.
 - ii. Responsibilities and obligations of the Buyer to make timely payments

Terms and steps for the sale and purchase

5. Deposit Funds

- i. Deposit is a certain guarantee to intentions of the Buyer to purchase the property and it will subsequently be taken into account while paying the contract price.
- ii. If the Buyer makes a deposit for up to 15 days, and within that time period informs the Seller about the rejection of the deal, the deposit shall be returned to the Buyer in full.
- iii. If the Buyer refuses to buy a property in Turkey after the expiry of the reservation period, the deposit shall not be refunded.

Terms of payment according to the schedule

Bank details of the Parties

- i. Account holder
- ii. Name of the bank
- iii. Department
- iv. Branch Code
- v. No of account
- vi. IBAN
- vii. Swift Code

6. Payment of taxes, stamp duty and other costs associated with registration of ownership rights of the property

7. Force majeure

Conduct of Parties in case of cancellation of the purchase and sale of property by the Buyer and / or the Seller

8. Signatures of the Parties

9. Signatures of two witnesses

10. Legal addresses and passport details of the Parties