

# FORTIS İSTANBUL

## REAL ESTATE SALE SPECIFICATION

1- The immovable within FORTIS İSTANBUL Projects of Yiğit Enerji İnşaat San. Ve Tic. A.Ş. (Yiğit Energy Construction Industry Trade Inc.) (hereinafter referred to as SELLER) will be sold in lots by auction method to be held by Eskidji Müzayedecilik Ticaret İthalat ve İhracat A.Ş. (Eskidji Auctioneer Trade Import and Export Co.)(hereinafter referred to as Eskidji).

2- The auction will be held on 06.Mar.2018 Tuesday at 14:00 at the head office located at ESKIDJI Yenibosna / Istanbul and through [www.eskidji.com](http://www.eskidji.com). Bids / Proposals will be received with Auction method during the auction.

3- The real and legal persons to participate in the auction shall pay the following to the **TR 74 0006 2000 2950 0006 2969 00 IBAN** numbered bank account of Eskidji via cash desks to be placed in the auction hall by Eskidji or Eskidji's Garanti Bank Gunesli Branch in cash as participation bond per property with **"Name-Surname; Auction Name and Date, Participation Deposit"** specified in the description:

- 5.000.- TL (Five thousand TL) for those who have estimated value of up to 500,000 TL (Five hundred thousand TL),
- 10.000.- TL (Ten thousand TL) for those who have estimated value between 500,001 TL (Five hundred thousand and one TL) and 2.000.000.-TL (Two million TL),
- 20.000.- TL (forty thousand TL) for those who have estimated value of up to 2.000.001.-TL (Two million and one TL).

A "numbered" flag shall be given to each real or legal person who paid the participation deposit and signed this specification in order to bid. The flag responsibility (loss, used by others, etc.) belongs to the participant. The participants shall give their flag to the auction officials when bidding for a lot if they are the higher bidders.

4- The auction participants must present;

- Identification with photograph if real person (identity card, driver's license, passport),
- Certificate of authority, signature circulars showing that they are authorized to represent if legal entity,
- Those who participate in the tender on behalf of someone else must submit a power of attorney from the notary (including special powers such as authority to represent and bind the real and legal person and authorized to sign and bid, participate in tenders, etc.). In addition to this, the receipt of payment for participation bond shall be signed by the participant and be presented to the Eskidji authorities before the auction.

5- Information about the immovable on the Internet site or in brochures, catalogs, booklets and announcements or other information given on the platform are not a commitment and they are general information in good faith. The bidder shall be deemed to have seen, approved and accepted the immovable in its present state (zoning, residence, license, architectural project, location, area, size,

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land title information etc.) and it is the responsibility of the customer to carry out all kinds of research and examination, including official registration and land registry records related to real estate. In the future, objection and claim cannot be made against the SELLER and / or Eskidji for reasons such as defect, incomplete, difference, etc. in the future. Customer will be deemed to have accepted this matter.

**6-** The immovable will be presented by Eskidji to the BUYERS by appointment.

(Tel: 444 45 45 for appointment)

The BUYER cannot enter the construction site unauthorized to see the independent section during the construction, the BUYER agrees and undertakes that s/he will be responsible for any accidents that may occur in case of unauthorized access to the construction site without the knowledge of the SELLER and SELLER is not responsible for any defects and liabilities.

**7-** The SELLER is entitled to withdraw any of the immovable offered for sale and found within the presentation, brochures, catalogs, booklets, advertisements and so on., cancel the auction or change the date of the auction before, during or after the auction. Eskidji is entitled to change the order of lots in the auction and request additional collateral before or during the auction.

**8-** The collateral guarantees received during the auction shall be refunded if;

- Those whose bids / proposals are approved have made all of their payments and signed the contract,
- Those whose bids / proposals were not approved can get it after 5 business days from the SELLER Establishment.

**9-** The director of the auction has the authority to remove people from the auction hall who act in prohibitory behavior that disrupt the auction environment. Participants in the auction agree and undertake that they do not have any right of objection, etc. on this matter.

**10-** The auction shall be conducted by means of advance and installment tender. The SELLER has the right to make a sale to anyone from the bids made in cash or installment.

- Installment sales shall be made 25% in cash and the remaining balance in installment of 36 months with 15% additional fee
- In cash sales, the sales amount shall be paid in cash and in full within the period specified in the notification of the tender result (10 working days) by the owners of the Bids / Proposals accepted by the SELLER.
- In installment sales, the amount of participation deposit and collateral security deposited by the owners of the Bids / Proposals accepted by the SELLER shall be deducted from the down payment.

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The BUYER shall pay the remaining down payment balance to the account of the SELLER in cash and in full by stating the "BUYER's Name / Surname / Title, Independent Section Number in which the Immovable is located and Lot number in the Sales List" on the statement of account and sign the real estate sales contract with the SELLER. The expenses including stamp duty, etc. related to the agreement to be signed with the SELLER shall be paid by the BUYER.

- 18% VAT shall be added to the sales price for shop and 1% VAT shall be added to the sales price for residence
- In the event that the agreement is not signed and the collateral security is not deposited within the given period, the related lot will be deemed canceled by the SELLER.

**11-** The Bidders are bound with the bids / tenders given during the auctions. The bidder who gave the highest bid during the auction and the proposer who gave written proposal after the auction within conditions determined (BUYER) shall pay the collateral of 5% over the bid / proposal amount in addition to the participation bond after the auction,

- immediately by the cash desks placed in the auction hall or
- to pay Eskidji to TR 74 0006 2000 2950 0006 2969 00 IBAN numbered of Eskidji's Garanti Bank Gunesli Branch until the end of business day of 3 (three) business days following the auction (09.Mar.2018 at 17.00) in cash and deliver the receipt of payment to Eskidji.
- In case the collateral is not deposited within the given period, the participation bond shall be recorded as revenue by the SELLER. In addition, Eskidji will be entitled to 2% (two percent) + VAT service fee from the BUYER.

**12-**The sale shall be finalized with the approval of the SELLER. The BUYERS shall pay the full amount of the sales price or the down payment to the SELLER in cash and in full within 10 (ten) business days from the date of approval, bank account of the relevant owner as specified in article 1,

( Bank account of **Yiğit Enerji İnşaat San. Ve Tic. A.Ş.** at Türkiye İş Bankası A.Ş. İstwest/İstanbul Branch - IBAN No. **TR78 0006 4000 0011 2870 1046 39** )

with "**statement of account specifying the lot number of the immovable**" and the receipt of payment shall be delivered to Eskidji. If the amount is not paid in due of time, the SELLER shall be entitled to cancel the sale and if canceled, the participation bond and collateral shall be recorded as revenue. In the event that the BUYER, whose bid / proposal if accepted after paying the deposit, does not pay the full or advance payment within 10 (ten) working days despite the fact that the collateral amount of 5% of the purchase price is paid, the 5% collateral shall be recorded as revenue by the SELLER. In addition, Eskidji shall be entitled to receive 2% (three percent) + VAT service fee from the BUYER.

**13-** The BUYER shall apply to the SELLER in person or through his / her legal representative within 10 (ten) working days following the notification made by Eskidji and full sales amount is paid and perform the sales contract transactions. The right of the BUYER who fails to make an application to the SELLER for the sales procedure and fails to complete the sales procedure shall be revoked and the participation bond and collateral shall be recorded as revenue by the SELLER without any need for notification. Furthermore, Eskidji shall be entitled to receive 2% (two percent) + VAT service fee from the BUYER. The bidder shall not have any right of objection in this regard.

However, if the sales agreement procedures are not realized due to the SELLER within the given period, the BUYER shall not have any right of objection, the deposit payment made by the BUYER will be refunded by the SELLER and Eskidji will not have any obligation in this matter. The BUYER shall

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not make any claims for any compensation interest, etc. for the period until the collateral is deposited and refunded.

**14-** The BUYER shall not pay Eskidji any service fee except for the case of penal condition explained in articles 10-11-12-13-15 and 17.

**15-** Participants or their partners or 2nd degree blood and kinship by marriage or companies / employees or partners where the buyer is a manager / partner are obligated to notify Eskidji even if they purchase the real estate within 6 months from the date of the auction even if they did not participate during the auction. In the event of not notifying Eskidji within 3 (three) days following the signing of the title deed or the sales agreement, Eskidji can request 2% + VAT service fee from the BUYER when Eskidji determines that this sale has taken place.

**16-** Following the finalization of the tender, 2nd Bid / Tender owners shall be retained until the sales process is completed within the time period given to the 1st Bid / Tender owner to sign the sales agreement (10 (ten) days). The 2nd Bid / Tender owners shall not be able to claim the right for sale without waiting for the completion of the sales process. The Bidders / Proposers shall not claim any interest, indemnity, etc. from the SELLER and Eskidji for the period until the participation bonds are refunded.

The participation bond of those who did not give any Bids / Proposals during the auction shall be returned to the account number stated below at the end of 5 (five) working days following the end of the auction.

**17-** If the real persons and legal entities who placed a bid / tender at the auction waive from their bids / tenders or fail to fulfill their obligations in time as stated above (10,11.12.13.and.15), sales will be canceled and the participation bond and collaterals deposited will be recorded as revenue by the SELLER and Eskidji will be entitled to receive 2% (two percent) mediation service fee + VAT from the BUYER as a penalty. The person or organization, whose guarantee is forfeiture for reneging on the Bid / Tender, is added to the blacklist of Eskidji that is circulated periodically to auction houses, banks and financial institutions. Hereinafter, they will not be allowed in any auctions depending on the one-sided evaluation of Eskidji or be allowed by depositing guarantee 10 (10) times more than the amount to be deposited for auctions.

**18-** In the event that the immovable received bid/proposal is not sold and / or deed transfer cannot be realized due to reasons not originating from the SELLER and BUYER, the participation bond, collateral, down payment and the amount of the real estate shall be refunded to the bidder once requested by the BUYER following the occurrence of the transfer barrier. The BUYER shall not claim any rights including interest, compensation and so on for the period up to the date on which the money is returned.

**19-** The participation bond and the collateral deposited by the Bidder shall be deducted from the sale price after the collection of the sales price once the sale is finalized. However, this shall not imply as the guarantee being the deposit and does not prejudice the articles regarding the guarantee being recorded as revenue if the sale does not go through.

**20-** The duties and taxes to be paid during signing of the sales agreement related to the immovable or during the deed transfer shall be paid by the statutory taxpayer, except for cases where Tax Procedural Law deems exemption or exception. In addition, occupancy permit fees shall be paid by the BUYER.

**21-** No amount other than the participation fee and the collateral paid by the BUYER cannot be deducted from the sale price.

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**22-** The sound and image recordings of Eskidji shall be constituted legal, binding, material and exclusive evidence in the settlement of disputes and this article is in the nature of a documentary evidence in terms of Article 193.

**23-** The addresses written on this specification are considered as legal correspondence addresses and it has been agreed and undertaken that notifications made to these addresses will be deemed to have been made to the parties.

**24-** The invoice to be issued regarding this specification and the auction will be e-invoice and it will be e-mailed to the following e-mail address and unless otherwise requested by the BUYER, no further paper invoice will be issued and will not be sent to the notification address. The BUYER accepts this provision for the case of penal condition explained in articles 10-11-12-13-15 and 17

**25-** Turkish Law shall be applied and Bakirkoy / Istanbul Courts and Execution Offices shall be authorized in the settlement of disputes arising from the auction and sales.

I hereby declare that I read and accept the Sales Specification. .... / ..... / .....

T.C. IDENTITY NO / COMPANY TAX NO :

NAME SURNAME/ COMPANY TITLE :

FLAG NO :

FULL ADDRESS :

SIGNATURE :

TELEPHONE NO :

FAX NO :

MOBILE NO :

E-MAIL :

I agree that the e-invoice will be sent to my above mentioned e-mail address.

Please mark section Y if you are requesting a paper bill.

Y	N
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\*\*\* I accept all kinds of publicity and information through ESKIDJI using my contact information given above.

BANK AND IBAN NUMBER FOR REFUND OF GUARANTEE:

Signature: