#  SALES CONTRACT

**ARTICLE 1:**

**1.1** This contract has been drafted to outline the terms and conditions governing the sale of the land designated for the villa, spa, and nightclub, which is part of the project to be developed on the 23,000 square meter real estate located in Block 116, Parcel 8, in the Konarı Neighborhood of the Tuzlukçu District, Konya Province, Turkey.

# ARTICLE 2:

* 1. Pursuant to this contract;

SELLER: Pursuant to this contract, the seller affirms representation of MEHMET ZİYA YILDIRIM, the proprietor of the designated immovable property.

BUYER: Pursuant to this contract, the buyer signifies the individual or individuals who have consented to acquire the specified immovable property from MEHMET ZİYA YILDIRIM and who have fulfilled the payment obligations.

IMMOVABLE PROPERTY: Pursuant to this contract, the term “immovable property” pertains to a parcel encompassing 23,000 square meters situated on Block 116, Parcel 8, in the Konarı Neighbourhood of the Tuzlukçu District in Konya Province, Turkey.

VILLA: Pursuant to this contract, “villa” denotes each of the 67 plots designated for villas to be constructed on the immovable property comprising 23,000 square meters located on Block 116, Parcel 8, in the Konarı Neighborhood of the Tuzlukçu District in Konya Province, Turkey.

NIGHT CLUB: Pursuant to this contract, “night club” signifies the parcel designated for one night club to be established on the immovable property, which encompasses 23,000 square meters located on Block 116, Parcel 8, in the Konarı Neighborhood of the Tuzlukçu District in Konya Province, Turkey.

SPA: Pursuant to this contract, “spa” refers to the land allocated for the spa centre to be developed on the immovable property encompassing 23,000 square meters located on Block 116, Parcel 8, in the Konarı Neighborhood of the Tuzlukçu District in Konya Province, Turkey.

WEBSITE: This term refers to the website where the specified immovable property is marketed and sold. The web address is ‘www.sapphireshorizons.com’.

# ARTICLE 3:

* 1. Payment may be made either in advance or through instalments, as determined by the buyer. In the event of an advance payment, the funds shall be deposited into the seller’s account on the date of contract execution. For payments made in instalments, the initial instalment is due upon signing the contract, with subsequent payments to be made monthly on the same day as the first payment. Should the corresponding day not exist in a particular month, the 28th of that month shall be recognized as the payment date. Instalment payments may be structured for a maximum duration of 12 months.
	2. In the event that instalments are not remitted punctually, a daily interest charge of five percent on the overdue instalment amount shall accrue, payable to the seller along with the principal. Should any instalments remain unpaid for a period of 15 (fifteen) days, all outstanding amounts shall become immediately due and payable, with the full balance of remaining installments required to be settled by the end of that 15-day period. The seller retains the right to reclaim the property and terminate the contract in instances of delayed payments by the buyer; however, the seller may opt to continue the contract under such circumstances.

# ARTICLE 4:

* 1. The buyer shall not have the right to terminate the contract for any reason once it has been executed.
	2. Following the execution of the contract, the buyer is precluded from exercising the right of withdrawal.

# ARTICLE 5:

* 1. Should the buyer fail to remit the initial instalment or the full purchase price of the designated immovable property to the bank account specified by the seller following the execution of the contract, the seller reserves the right to rescind the contract.
	2. In the event that the buyer possesses a criminal record, the seller is entitled to withdraw from the contract if this information was not disclosed to the seller at the time the contract was formed.

# ARTICLE 6:

* 1. The buyer shall not possess the right to rescind the contract.

# ARTICLE 7:

* 1. The seller retains the right to rescind the contract if the instalments are not paid by the designated due date.
	2. The seller may elect to terminate the contract in the event that the buyer has a criminal record.
	3. The seller is entitled to terminate the contract if the buyer fails to adhere to the terms outlined within the contract.

# ARTICLE 8:

* 1. In the event that the contract is terminated and no payments have been made to the seller’s account, the buyer shall be obligated to pay the seller a penalty equivalent to ten percent of the total amount due to the seller.
	2. Upon termination of the contract, all payments made by the buyer up to the date of termination shall be regarded as penalty payments, and the seller shall not be required to refund these amounts.
	3. The buyer acknowledges and agrees that he cannot seek any penalties from the seller.

# ARTICLE 9:

* 1. If the buyer decides against purchasing the specified real estate after submitting his personal information via email, and as a result, the seller incurs damages, or if the seller suffers losses due to the buyer’s actions that are in violation of the contract, the buyer agrees and is obligated to compensate for such damages.
	2. The buyer acknowledges and agrees not to seek any form of compensation from the seller.

# ARTICLE 10:

* 1. In relation to matters arising from this contract, the parties may choose to submit their disputes to the ISTANBUL ARBITRATION CENTRE or may opt to initiate legal actions and enforcement proceedings exclusively in the Courts and Execution Offices of ŞANLIURFA.
	2. No other courts shall have jurisdiction.
	3. The laws of the REPUBLIC OF TURKEY shall govern any disputes that arise under this contract.

# ARTICLE 11:

* 1. This sales contract pertains solely to the transfer of ownership of the land associated with the villa, spa, or night club. The buyer has the option to construct the relevant structures either personally or through an contract with a third party. The images displayed on the website are intended solely for promotional purposes. The buyer shall not have the right to rescind or return the sales contract on the basis that the actual property does not match the promotional visuals. The immovable property covered by this sales contract consists exclusively of land; any buildings are expressly excluded.

# ARTICLE 12:

* 1. All expenses, including taxes, duties, fees, stamp taxes, and stamp duties, as well as all costs incurred from administrative and judicial proceedings related to debts, along with any expenses arising from proxy procedures, shall be the responsibility of the BUYER.

# ARTICLE 13:

* 1. Until the ownership of the property is officially transferred to the BUYER, the SELLER shall provide the property declaration, while any taxes incurred between the year the contract is executed and the year the title deed is registered in the name of the BUYER shall be the responsibility of the BUYER. In the event of a delay in payments, the BUYER agrees and commits to pay the late fee, calculated at a monthly rate of 5 percent as stipulated in this contract.
	2. Furthermore, until the title deed transfer of the REAL ESTATE is completed, all responsibilities arising from any legislative changes shall be assumed by the BUYER.

# ARTICLE 14:

* 1. The buyer shall not have the right to undertake any construction on the relevant immovable property unless the total sales price has been paid in full to the seller. Should the buyer fail to adhere to this provision, they shall have no claims regarding any structures or constructions made during the instalment payment period, nor if the seller terminates the contract under other provisions.

# ARTICLE 15:

* 1. Should it be necessary to revise the terms of the contract or to introduce a new clause due to an absence of provision, such amendments may be executed by mutual consent of the parties through a memorandum of understanding. Any deficiencies will be supplemented in accordance with the TURKISH OBLIGATIONS CODE.

# ARTICLE 16:

* 1. The buyer acknowledges and agrees not to initiate any legal actions that may impact other buyers in the future.

# ARTICLE 17:

* 1. Once the buyer has completed the payment, the seller shall issue an invoice. Following the completion of the payment process, the buyer will be permitted to utilize the designated space as they see fit.
	2. After the payment has been finalized, the buyer will be informed of the square meter area registered in their name.

# ARTICLE 18:

* 1. The sales will be conducted based on the CONSENSUAL DISTRIBUTION CHART method. The buyer consents to proceed with the purchase in this manner.

# ARTICLE 19:

* 1. The buyer shall be considered to have approved and accepted the contract upon making payment for the selected land type or upon submitting their personal information to the corporate email address provided on the website.

**ARTICLE 20:**

* 1. The BUYER hereby declares, acknowledges, and agrees in advance that they have reviewed the sales terms outlined in this contract and have thoroughly read and comprehended its provisions.

# ARTICLE 21 :

* 1. Notifications sent to the seller’s email or telephone number provided by the buyer shall be regarded as equivalent to notifications sent to the buyer’s address. In this regard, the seller shall not be liable for any failure to receive such notifications.

# ARTICLE 22:

* 1. The IBAN and other pertinent information for payments to be made under this contract are as follows:

SELLER Account Holder Name: MEHMET ZIYA YILDIRIM

SELLER USD IBAN: TR28 0004 6013 2800 1000 0919 19

SELLER SWFIT KODU: AKBKTRIS

DESCRIPTION PART OF THE RECEIPT: Land Fee

DATE: ../../202.

All information of the buyer shall be filled in fully and completely.

NAME SURNAME/TITLE: .....................................................................................

ADDRESS : .....................................................................................…

…………………………………………………………..

T.R. IDENTITY NUMBER / PASSPORT NUMBER: ....................................................................................

TELEPHONE WORK / HOME: ................................/....................................................

FAX: ....................................................................................

MOBILE : ....................................................................................

E-MAIL ADDRESS: .....................................................................................

All information about the seller shall be filled in completely and completely.

NAME SURNAME/TITLE: .....................................................................................

ADDRESS : .....................................................................................…

T.R. IDENTITY NO:....................................................................................

TELEPHONE WORK:............................/....................................................

FAX : ....................................................................................

MOBILE : ................................................................................

E-MAIL ADDRESS: .....................................................................................