



# Commercial Real Estate

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**Third Edition**

Contributing Editors:  
**John Condliffe & Anthony Newton**

## CONTENTS

<b>Preface</b>	John Condliffe & Anthony Newton, <i>Hogan Lovells International LLP</i>	
<b>Albania</b>	Evis Jani & Lareda Zenunaj, <i>Gjika &amp; Associates</i>	1
<b>Australia</b>	Cameron Charlton & Matthew Glenn, <i>Minter Ellison</i>	8
<b>Canada</b>	Paul D. Logan, Daniel Kofman & Yannick Beaudoin, <i>Blake, Cassels &amp; Graydon LLP</i>	21
<b>China</b>	Edward Lehman & Jacob Blacklock, <i>Lehman, Lee &amp; Xu</i>	32
<b>Cyprus</b>	Christos Vezouvios & Lefkios Tsikkinis, <i>Andreas Neocleous &amp; Co LLC</i>	41
<b>England &amp; Wales</b>	Nicholas Roberts, Rosie Kent & Jamie Hyams, <i>Hogan Lovells International LLP</i>	52
<b>France</b>	Catherine Saint Geniest & François d’Ornano, <i>Jeantet AARPI</i>	63
<b>Germany</b>	Carsten Loll, <i>DLA Piper UK LLP</i>	70
<b>Hungary</b>	Patrick Tausz, <i>Szecskey Attorneys at Law</i>	82
<b>India</b>	Shailesh Vaidya & Kunal Vaidya, <i>M/s. Kanga and Company, Advocates and Solicitors</i>	93
<b>Ireland</b>	Gillian Beechinor, Brian O’Rourke & Mark Barr, <i>Arthur Cox</i>	104
<b>Japan</b>	Kohtaro Tamura, <i>Ushijima &amp; Partners</i>	115
<b>Northern Ireland</b>	David Jones, <i>Tughans</i>	126
<b>Portugal</b>	Filipa Arantes Pedroso & Rita Ferreira Vicente, <i>Morais Leitão, Galvão Teles, Soares da Silva &amp; Associados</i>	135
<b>Romania</b>	Florian Nițu & Ela Marin, <i>Popovici Nițu Stoica &amp; Asociații</i>	146
<b>Russia</b>	Oleg Mosgo & Anton Shamatonov, <i>Mosgo &amp; Partners Law Firm</i>	158
<b>Spain</b>	Diego Armero & Javier Colino, <i>Uría Menéndez</i>	169
<b>Switzerland</b>	Cécile Berger Meyer & Fabiano Menghini, <i>Lenz &amp; Staehelin</i>	181
<b>Turkey</b>	Serhan Koçaklı, Alp Erçetin & Gözde Kabadayı, <i>Kolcuoğlu Demirkan Koçaklı Attorneys at Law</i>	190
<b>USA</b>	John P. Napoli & Roy K. Meilman, <i>Seyfarth Shaw LLP</i>	201
<b>Zambia</b>	Joseph Alexander Jalasi Jr., Lubinda Linyama & Eric Suwilanji Silwamba, <i>Eric Silwamba, Jalasi &amp; Linyama Legal Practitioners</i>	210

# Turkey

Serhan Koçaklı, Alp Erçetin & Gözde Kabadayı  
Kolcuoğlu Demirkan Koçaklı Attorneys at Law

## General introduction

Turkey is a tempting alternative for real property investors with its consistently growing economy and real property market. Commercial investments in large cities (e.g. Istanbul, Ankara and İzmir) are particularly focused on tourism facilities (city hotels), residential properties, mixed use commercial projects and offices. With its continuing growth in industrial investments, the Marmara region in particular enjoys peaking appraisals in all types of real property. The Aegean and Mediterranean coasts of Turkey are also suitable for commercial real property projects, due to the high demand of native and foreign investors.

The increased demand and volume of commercial real property transactions, combined with investors/developers' natural wish to acquire real property on the best financial terms, necessitates the use of alternative investment methods, such as financial leases, right of construction (*üst hakkı*) and sale & leaseback. However, the two most common investment methods for commercial property development still maintain their lead in the Turkish market. These are commercial leases and direct purchase of commercial property's title.

## Commercial property leases

### Primary legislation

The primary piece of legislation governing real property leases is the Turkish Code of Obligations (the “TCO”). There is no specific law or regulation pertaining to commercial lease agreements. Being a recently enacted code in July 2012, the TCO adopted the same philosophy of its predecessor; in a manner to protect the tenant's rights towards the landlord, since both scholars and courts have a consensus on the premise that the tenant is the economically “weaker” side of the contractual relationship. In this regard, the TCO contains many restrictive provisions for landlords, in order to protect tenants' rights and interests. Although the main aim of the amendments to the TCO was to protect the tenants of residential leases, as commercial leases are subject to the same provisions under the TCO, the parties to a commercial lease cannot fully enjoy the principle of freedom of contract within the scope of the TCO, either.

Despite the fact that commercial leases and residential leases are both subject to the same piece of legislation, the lawmaker has still implicitly and inevitably acknowledged that there is a difference between a residential lease and a commercial lease. For this reason, the lawmaker postponed the entry into force of some provisions of the TCO until 1 July 2020 for commercial workplace leases (where the tenants are merchants or public legal entities), as these provisions were securing tenants towards landlords and heavily impairing commercial leases and the bankability of investments of developers.

The lawmaker's decision to postpone the enforceability of certain provisions of the TCO was a direct result of the key market players' efforts. One would not be making a wild guess in expecting the enactment of a separate piece of legislation governing only commercial leases by 1 July 2020.

### Special provisions for roofed workplace leases

The TCO sets forth different provisions pertaining to land leases and roofed residence/workplace leases. Given that commercial business activities mostly require buildings on leased lands, investors/tenants either convince landlords to construct a suitable building for the permitted activity of the relevant investor/tenant at the landlord's cost, or they construct one at their own cost. In this regard, the investor/tenant eventually becomes subject to the special provisions for roofed workplace leases after completion of the building for its commercial activities. For the purpose of this edition, we will elaborate on the lease terms for roofed workplace leases; not empty land leases.

### Lease agreements

In order to lease a commercial property, the tenant must enter into a contractual relationship with the landlord. There is no specific requirement pertaining to the form of this contractual relationship (i.e. lease agreement). The parties may enter into a lease agreement verbally or in written form. In practice, the parties mostly execute lease agreements in written form, to ensure a better, more solid protection on their rights.

The primary elements of a lease agreement are: (i) the parties; (ii) the real property (premises); (iii) the term; and (iv) the rent and its payment terms.

#### *(i) Parties*

All lease agreements entered into between individuals, legal entities and governmental institutions and organisations are subject to the TCO, without any exceptions. The TCO also allows foreign legal entities (e.g. companies, associations) or individuals to lease real property in Turkey. Accordingly, foreign legal entities or individuals may freely lease real property in Turkey, subject to the same terms and conditions applicable to Turkish legal entities and individuals.

#### *(ii) Real property (Premises)*

Before entering into a lease agreement, the tenant should ensure that: (i) the premises are clean and vacant; (ii) there are no encumbrances (e.g. mortgage, attachment) on the premises; and (iii) the registered type of use of the premises suits the tenant's prospective activities within the premises. It is also advantageous for tenants to make some additional assessments on the premises (e.g. environmental surveys, determination of load-carrying capacity).

#### *(iii) Term*

Under the TCO, there is no restriction on the term of a lease agreement. The parties may freely agree on the term of the lease by mutual agreement. However, certain time limitations are applicable for lease agreements to be executed with governmental and administrative bodies (e.g. the State Treasury, municipalities).

From the tenant's perspective, the total investment amount for commercial real property is one of the key factors when determining the term of the lease. In general, commercial leases are executed for five or ten years for already constructed premises (e.g. a unit in an operational shopping mall). The term extends to 20 or even 30 years, if the tenant undertakes to construct a building on the premises.

(iv) *Rental fee and payment terms*

(a) Determination and payment of the rental fee

Based on the principle of freedom of contract, the parties can freely agree on the rental fee. The rental fee can be also agreed upon in a foreign currency, subject to certain conditions. There are two main types of rental fee payments: (i) minimum rental fee; and (ii) revenue share.

The minimum rental fee is generally paid by the tenant to the landlord each month in advance. Subsequently, the tenant calculates the net revenues it has generated (calculated by deducting the VAT and other applicable taxes) from its activities within the premises at the end of each month. Such net revenue is then multiplied by the revenue share ratio determined under the relevant lease agreement (which varies from 3% to 12% in practice, depending on the volume and nature of the deal). If the revenue share amount so calculated exceeds the minimum rental fee paid by the tenant, the tenant pays the positive difference to the landlord.

(b) Rental fee increase

Under the TCO, the rate of rental fee increase cannot exceed the Producer Price Index announced by the Turkish Statistics Institute. However, this restriction does not apply to commercial leases until 1 July 2020, which allows the parties to such a lease agreement to freely agree on annual rent increase rates until such date.

The parties can file a rent determination lawsuit at any time during the lease term, if they are not satisfied with the rental fee. In such lawsuit, the court will determine a new rent amount, taking into consideration the physical condition of the premises and the average rental fees within the vicinity of the premises.

(v) *Alterations, repair and return of the premises*

Under the TCO, the tenant must bear the repair costs of the premises arising from the tenant's regular usage/occupation of the premises (e.g. whitewash of walls). On the other hand, the landlord is liable for any other repairs of the premises (e.g. repair of roof, walls), unless such repair works directly arise from the tenant's activities/actions within the premises.

The tenant may only carry out alterations and fit-out works within the premises with the landlord's prior consent. However, the parties may decide otherwise under lease agreements. In general, tenants to commercial leases request to carry out non-structural alterations without the landlord's consent, and such requests are taken into consideration by landlords. On the contrary, landlords do not allow tenants to carry out any structural constructions, modifications, repairs or any kind of fit-out work that will require the amendment of the officially approved plans and projects of the premises.

As per the TCO, the landlord cannot request return of the premises in the same condition as it was delivered to the tenant, if it has allowed the tenant to carry out certain alterations/modifications within the premises. However, the parties may decide otherwise under the lease agreement. In such event, the tenant will be required to remove all the alterations it has made and leave the premises in the same physical conditions as at the execution date of the lease agreement.

(vi) *Sub-leasing the premises and assignment of lease agreements*

Tenants to commercial leases are not entitled to sub-lease the premises to any other third party without the landlord's written consent, unless otherwise agreed under the lease agreement. If the tenant fully or partly sub-leases the premises to any third party, the tenant must ensure that the sub-tenant uses the premises in accordance with the tenant's permitted activity.

Furthermore, in commercial leases, the tenant is not entitled to transfer the lease agreement to any other third party without the landlord's written consent – provided, however, that such consent can only be withheld by a just cause.

*(vii) Securing the premises/annotation of lease agreements*

If a real property occupied by a tenant based on a lease agreement is sold to a third party, the new owner of the premises automatically becomes a party to the lease agreement. The new owner must comply with the terms and conditions of the lease agreement that would enable the tenant to occupy the premises for the term specified under the lease agreement.

However, as explained in the section, 'Termination of the lease through a lawsuit', below, the new owner has a right to file a lawsuit for the tenant's eviction. In order to prevent this eviction risk and secure the premises under the use of a tenant, a lease agreement should be annotated to the relevant land registry on the premises' title deed records.

Once a lease agreement is annotated, the new owner will be deemed to have acquired the premises together with the lease, and therefore will not be entitled to evict the tenant until the expiration of the lease term. For this reason, investors mostly prefer to annotate the lease agreements, in order to secure the commercial property and their investments for longer periods.

*(viii) Providing security under a lease agreement*

Landlords generally require tenants to provide a guarantee in order to cover any possible damages pertaining to the premises at the time of the tenant's eviction. This so-called "deposit" may be provided either in cash or via negotiable instruments (e.g. bank letter of guarantee, bond, cheque).

The guarantee amount is returned to the tenant right after termination of the lease agreement, provided that the tenant vacates and returns the premises properly and in the condition provided under the lease agreement.

As per the TCO, the deposit amount cannot exceed three months' rental fee. However, this restriction also does not apply for commercial leases until 1 July 2020. In this regard, the parties can freely determine the deposit amount under the lease agreement until the said date. In practice, landlords generally request a deposit from tenants amounting to two to six months' rental fee.

*(ix) Taxes and other occupational costs*

In addition to the rental fee, parties to a lease agreement must also pay the following taxes and expenses:

**Stamp duty:** Execution of a commercial workplace lease agreement is subject to a special transaction tax, known as the stamp duty. The stamp duty varies depending on the lease term and it is 0.189% of the total rent amount determined under the lease agreement. In practice, the stamp duty is generally borne by tenants. However, the parties may agree otherwise under lease agreement. It is also common that the stamp duty is equally shared by the landlord and the tenant, if the total rental fee is a high value.

**Value Added Tax:** If the landlord is a commercial legal entity, the tenant must pay value added tax ("VAT") at a rate of 18% over rental fees. In practice, landlords almost always negotiate on net rental fees, so it is always a good idea to clarify whether the rental fee is with or without VAT to avoid any inconvenience at the contract stage.

**Withholding tax:** If the landlord of a commercial lease is an individual, withholding tax amounting to 20% will be applicable to the rent amount. Withholding tax is paid to the

relevant tax office by the tenant. Similar to VAT, negotiations are almost always conducted on a net rental fee basis.

**Annotation fee:** If a lease agreement is annotated to a land registry, the annotation will be subject to a land registry fee corresponding to 0.683% of the total rent amount payable for the entire lease term.

**Utility fees:** The tenant must bear the utility fees of the premises such as heating, lighting and water, unless otherwise stated in the lease agreement.

**Common expenses:** The tenant must pay common expenses arising from the management and maintenance of the building in which the premises is located (e.g. concierge and mandatory building insurance), unless otherwise determined in the lease agreement.

**Other taxes:** The landlord must pay the taxes and charges in relation to the premises, including real property tax and obligatory earthquake insurance, whereas the tenant must pay environment tax.

### Termination

Under the TCO, lease agreements may be terminated by either: (i) serving a termination notice both by tenants and landlords; or (ii) filing a lawsuit under certain circumstances by landlords.

#### *(i) Tenant's termination of the lease*

Tenants are entitled to terminate the lease and vacate the premises before the expiration of the lease term. Under applicable legislation, the tenant will be liable for the remaining rental fee, if the tenant terminates the lease before the expiration of the lease term. However, courts generally do not rule for payment of the total remaining rental fee, but three to four months' rental fee, which is deemed to be the period in which the landlord should be able to find a suitable new tenant.

In practice, tenants request a unilateral termination right under lease agreements to vacate the premises before expiration of the lease term without any compensation. Tenants' such request is generally considered by landlords, depending on the length of the lease term and the tenants' investment amount in the premises.

In order to prevent the tenant from vacating the premises, landlords often want to insert penalty and acceleration provisions to lease agreements. Although there is a provision under the TCO stipulating that no penalty and acceleration provisions may be inserted to lease agreements, the enforcement of this provision has been postponed until 1 July 2020. In this regard, such penalty and acceleration provisions are valid and binding until 1 July 2020 for commercial leases. The postponement of this provision also indicates that the lawmaker acknowledges the concept of "commercial lease".

#### *(ii) Landlord's termination of the lease through a termination notice*

Under the TCO's mandatory provisions, the landlord does not have the right to terminate a definite term lease agreement at the end of the rental term based only on the fact that the term of the lease has expired. If the tenant does not notify the landlord of its intention to not renew the lease in writing at least 15 days prior to expiration of the lease, the lease is automatically extended for a one-year term with the same conditions.

Without prejudice to other termination rights granted to the landlord, as explained in the section, 'Termination of the lease through a lawsuit' below, at the end of 10 years of extensions, the landlord may terminate the lease without any cause, simply by notifying the tenant promptly in advance as set forth under the TCO.

### *(iii) Termination of the lease through a lawsuit*

Based on the TCO's tenant-friendly approach, cases where the landlord can terminate a lease by filing a lawsuit and evicting the tenant from the premises are exhaustively listed. In this respect, lease agreement clauses stipulating additional conditions imposing the tenants' eviction will not entitle the landlord to directly evict the tenant from the premises. However, this restriction does not apply to commercial leases until 1 July 2020. Landlords may determine additional termination conditions under lease agreements. It is also worth noting that the validity of such additional termination conditions in favour of landlords is still debated among scholars and courts.

Under the TCO, the lease may be terminated: (i) following the expiration of a lease term; or (ii) before the expiration of a lease term, only if one of the cases listed under the TCO occurs.

In this respect, the landlord may request the tenant's eviction in the presence of the following conditions after the expiration of the lease term: (i) necessity for usage with respect to the requirement of him/herself, his/her spouse, lineal kin or other persons that s/he is obliged to look after; and (ii) reconstruction and development works which prevent habitation within the premises. In order to exercise its termination right based on these two reasons, the landlord must file a lawsuit within one month following the date of the following termination notice, which can be served on the tenant in accordance with the time limits determined for definite and indefinite term lease agreements.

If the premises are sold during the lease term and the new owner of the premises is in need of the property, s/he can file an eviction lawsuit within six months following the acquisition, provided that a written notification is sent to the tenant within one month following the acquisition date. If the court is convinced that the owner needs the premises, the new owner will be able to evict the tenant from the premises before the expiration of the lease term under the lease agreement.

In addition to the abovementioned termination rights, there are certain termination rights granted to landlords, which can only be exercised in the event of certain conditions attributable to the tenants. These are: (i) the tenant's written eviction undertaking; (ii) the tenant's failure promptly to pay the rent twice within a lease year; and (iii) the tenant or his or her spouse has another residence within the same municipal borders suitable for habitation. In the existence of these conditions, the landlord may file an eviction lawsuit subject to different procedures set out under the TCO.

## **Investment and development**

### *(i) General overview*

The common investment/development method for commercial property is purchase of real property. An investor<sup>1</sup> may directly purchase the land or, alternatively, it can enter into a promise-to-sell agreement with the seller to mutually commit to the sale and purchase of the real property within a certain period of time and/or subject to fulfilment of certain conditions.

Under the Turkish Civil Code (the "TCC"), every piece of real property must be registered with the land registry where the real property is located. Land registries are the authorised governmental bodies in charge of keeping all information regarding real properties. Land registries are open to everyone and land registry records can be reviewed by persons having a valid interest in doing so.



Investors either buy lands without any buildings and have their buildings constructed after their acquisition, or they directly buy the land with a building. If an individual or a legal entity acquires the ownership of a real property, the ownership of all structures above and below the surface of the relevant real property will also be transferred to the relevant purchaser. Acquisition of land with buildings and land without buildings are subject to the same procedure.

*(ii) Due diligence on target property*

Before purchasing a real property, most investors carry out legal and environmental due diligences on target real properties, in order to assess whether or not the current legal status of the target property is suitable for their contemplated business activities. These due diligence exercises have two main components: (i) checking the land registry records to determine if there are any encumbrances that may impair investors' activities on the real property; and (ii) checking the zoning plans to determine if the zoning status of the target property allows investors to carry out their contemplated commercial activities on the target property.

*(iii) Sale transaction*

(a) General information

If the results of the due diligence are satisfactory to the investor, the investor usually decides to finalise the investment by acquiring the title of the relevant real property (unless the landowner requires an advance payment, as explained under 'Advance payment', below).

The seller and the investor must apply to the relevant land registry to finalise the official sale transaction. The transfer of a real property's title to the investor will be deemed completed when the investor and the seller sign the official deed prepared by the respective land registry (the "**Sale Transaction**"). In practice, the Sale Transaction is completed within a day.

(b) Purchase price and payment methods

The landowner naturally requires to be paid in full before or concurrently with the Sale Transaction. In order to facilitate such immediate payment without the trouble of bank transfers, which may cause delays, the purchase price is usually paid in cash. The government, being aware of this fact, provides an exception to the mandatory requirement under Turkish tax procedural law, which stipulates payments exceeding TRY 8,000 to be made via bank transfer. Accordingly, the buyer of a real property is entitled to pay the total purchase price in cash, regardless of the purchase price.

However, it may be risky to pay the whole purchase price of the property in cash due to certain security reasons (given that land registries are open to public). In this respect, buyers generally prefer to pay the purchase price via other payment methods such as cheque or blocked cheque.

(c) Advance payment

In practice, landowners generally request an advance payment corresponding to 5–10% of the purchase price to take the real property off the market. Some landowners even insist on keeping the advance payment if the investor decides not to proceed with the Sale Transaction.

*(iv) Promise-to-sell agreements*

A promise-to-sell agreement is a preliminary agreement before the Sale Transaction. It does not replace the Sale Transaction; it merely binds the parties to proceed with the Sale Transaction. A typical promise-to-sell agreement would contain, *inter alia*, any or all of the following: (i) representations and warranties of the seller regarding the real property; (ii)

conditions precedent to purchase the real property (e.g., clean title, proper zoning); and (iii) the purchase price and advance payment (if any).

Promise-to-sell agreements must be prepared in the statutory form and executed before a notary public. The agreement can also be annotated with the relevant land registry, in order to provide exclusivity to the investor *vis-à-vis* third parties. Once the promise-to-sell agreement is annotated, even if the original owner sells the target real property to another purchaser, the original purchaser (i.e. the purchaser under the promise-to-sell agreement) may assert its right to purchase the target real property *vis-à-vis* the new owner in accordance with the promise-to-sell agreement.

*(v) Restrictions on acquisition of real properties*

Under Turkish law, there are certain restrictions regarding foreign individuals, foreign companies and foreign capital companies' acquisition of real property. These entities are subject to an approval procedure to complete the Sale Transaction.

(a) Acquisition by foreign individuals

Foreign individuals are subject to national, areal and territorial restrictions, if they wish to acquire a real property in Turkey. There are certain countries whose citizens are not permitted to acquire real property in Turkey.

(b) Acquisition by foreign companies

Foreign companies are strictly prohibited from directly purchasing real property in Turkey. There are three exceptions to this general prohibition. Accordingly, foreign companies carrying out their businesses within the scope of the: (i) Petroleum Law; (ii) Tourism Incentive Law; and (iii) Industrial Zones Law, may acquire real property in Turkey.

The only way for foreign companies, excluding those benefiting from these exceptions, to purchase real property in Turkey, is to establish a subsidiary in Turkey. Such companies will be considered as "foreign capital companies". These are Turkish companies incorporated in Turkey, with their shares owned by foreign entities or individuals.

(c) Acquisition by foreign capital companies

Foreign capital companies incorporated in Turkey which have foreign shareholders (i) individually or collectively holding 50% or more shares of the said company, or (ii) having the right to assign or dismiss majority of persons in the company management, may acquire real property in Turkey subject to a permission process. In order to purchase a real property, the foreign capital company must complete a series of bureaucratic transactions. First, foreign capital companies must apply to the Governorship Provincial Planning and Coordination Directorate (the "**Commission**") where the target property is located and submit certain information and documents, both regarding the target property as well as the company itself. The Commission communicates the information and documents about the target property with the Regional Directorate of Military Staff and the Provincial Police Department.

Upon positive assessment of the governmental authorities, the Commission informs the applicant company and the relevant land registry office that the requested purchase may be completed. Further to the Commission's approval of the contemplated purchase, the registration of the target property in the name of the applicant foreign capital company must be made before the relevant land registry within six months.

Acquisition of real property of foreign capital companies within private investment zones such as organised industry zones, industry areas, technology development zones and free zones are not subject to the Commission's approval.

*(vi) Costs associated with the sale transaction*

The Sale Transaction gives rise to payment of a land registry fee and VAT.

- (a) **Land registry fee:** The landowner and the investor are separately obligated to pay the land registry fee, corresponding to 2% of the purchase price (4% in total). Some landowners tend to negotiate with the investor to make the investor pay all 4%.
- (b) **Value Added Tax:** If the landowner is a legal entity, the sale of commercial properties and lands is subject to VAT of 18%.

There is a VAT exemption for companies who hold the real property for more than two years. However, companies engaged in trading of real property cannot benefit from this VAT exemption and their sale of real property is subject to VAT, even if they hold a real property for more than two years.

If the parties choose to execute a promise-to-sell agreement, the execution of the agreement triggers additional costs:

- (a) **Notary fees:** Corresponding to 0.113% (regardless of the amount stated in the agreement, the total amount of charges to be collected by the notary public cannot exceed TRY 31,262.40 for the year 2016) of the purchase price.
- (b) **Stamp duty:** The ratio of stamp duty is 0.948% of the purchase price.
- (c) **Annotation fee:** Annotation of a promise-to-sell agreement is also subject to a land registry fee corresponding to 0.683% of the purchase price. There is a cap, calculated based on the real property tax value of the target real property. The base amount for land registry fee calculation cannot be less than the real property tax value of the real property and cannot exceed two multiples of such amount.

## Financing

Investors often prefer to finance the lower percentage of their contemplated real property investment projects by their own savings and the remaining parts by using loans, due to the high value of real property investments. In practice, investors execute loan agreements with a term of 10–12 years in order to finance their commercial real estate investments. The maximum amount of a loan is to be determined both by borrower and lender.

Banks and other financing institutions determine the amount of the loan, in line with the Earnings Before Interest, Taxes, Depreciation and Amortisation (“**EBITDA**”) values of the borrower. In addition, the parties are free to determine interest rates in line with current market rates which are to be accrued for three, six or 12 months under loan agreements.

Banks or financing institutions often require from loan applicants market, technical, financial due diligence reports and, most importantly, appraisal reports for the real property, which may vary according to the nature of a contemplated project, in order to negotiate the loan amount to be borrowed by loan applicants. In order to secure the receivables, lenders may require securities such as: (i) mortgage; (ii) account pledge; (iii) commercial enterprise pledge; (iv) share pledge; and (v) assignment of receivables.

*(i) Mortgage*

In practice, the most preferred security is to establish a mortgage on a real property. An official mortgage deed must be executed by the parties before the relevant land registry office, and the mortgage deed must be registered with the land registry.

A lender is not permitted to automatically gain title over the mortgaged real property upon the debtor’s default. Upon default, the lender must follow special foreclosure proceedings, to be carried out by the competent execution office, and enforce its monetary

claims by foreclosure of the mortgages on the relevant real properties.

*(ii) Account pledge*

It is possible to establish a pledge on the deposits in a bank account in Turkey as a security vehicle. Depending on the amount of the loan and the investor's credibility, banks may lend money to such investor, relying on their right to establish a pledge on the investor's account under their general loan agreement with the investor.

*(iii) Commercial enterprise pledge*

The commercial enterprise pledge ("CEP") is a type of pledge that allows banks and financial institutions to create a pledge on all movable property and certain intangible rights of a pledger, without receiving the possession of the collateral. In a CEP, the pledger may continue to use the collateral in its business operations. A CEP is rarely preferred in real estate investments.

*(iv) Share pledge*

Under Turkish law, it is possible to establish a pledge on the shares of capital companies. Accordingly, investors may also consider establishing a share pledge over the shares of their legal entity established in Turkey, in favour of a bank, to provide financing for the contemplated investment.

*(v) Assignment of receivables*

Receivables of entities or individuals may be assigned to third parties for project financing. For instance, investors may assign their rental incomes, arising from agreements to be executed for a shopping mall development project, to a bank for financing the shopping mall construction project.

With the assignment of receivables, all ancillary rights relating to such receivables, such as the right to send payment default notices, filing lawsuits for collection of overdue payments, and claiming default interest for late payments, are automatically assigned to the bank. Accordingly, the bank will be entitled to collect the investors' receivables directly from third parties.

Collateral package

The abovementioned security methods alone are not always sufficient for banks to provide financing to investments. In this regard, the banks may request investors to provide collateral packages in order to increase the bankability of their contemplated investments. Investors generally establish share pledges over the legal entities' shares and assign their receivables arising from agreements to be executed within the scope of their prospective investments in order to increase the bankability of the investment.

\* \* \*

**Endnote**

1. There is no particular difference for investors and developers with respect to the explanations contained in this section. Accordingly, a reference given to an investor would also apply to a developer, unless the text explicitly states otherwise.

**Serhan Koaklı****Tel: + 90 212 355 99 33 / Email: [skocakli@kolcuoglu.av.tr](mailto:skocakli@kolcuoglu.av.tr)**

Kolcuođlu Demirkan Koaklı's real estate partner, Mr. Serhan Koaklı has a particular focus on the real estate sector, with a substantive degree of experience in commercial property transactions, zoning, construction and structuring matters. Mr. Koaklı is heavily involved in negotiations of all types of real estate contracts. He advises major property developers, investment funds, construction companies, landlords, tenants and other parties involved in property development, such as Decathlon, the House Hotel, Folkart, Kent Development, UN Ro-Ro and Hugo Boss. Mr. Koaklı is currently lecturing real estate courses at certificate programmes organised by Istanbul Bilgi University and Özyeđin University.

**Alp Eretin****Tel: +90 212 355 99 25 / Email: [aercetin@kolcuoglu.av.tr](mailto:aercetin@kolcuoglu.av.tr)**

Mr. Alp Eretin graduated from Istanbul Bilgi University Faculty of Law in 2009 and was admitted to the Istanbul Bar Association in 2010. He has been working at Kolcuođlu Demirkan Koaklı since August 2010. He is fluent in English and German. Backed by his former litigation practice on commercial disputes and contracts law, Mr. Eretin has specific focus on real estate contracts and has significant field experience, which he gained through numerous site visits to different cities of Turkey. He has taken an active role in the drafting and negotiation of hotel lease agreements as well as all lease agreements of a major mixed-use project developed in the Aegean region. He advises major property developers, investment funds, construction companies, landlords, tenants and other parties involved in real property development, such as Decathlon, the House Hotel, Best Choice, UN Ro-Ro, Hugo Boss and Folkart.

**Gzde Kabadayı****Tel: +90 212 355 99 42 / Email: [gkabadayi@kolcuoglu.av.tr](mailto:gkabadayi@kolcuoglu.av.tr)**

Ms. Gzde Kabadayı graduated from Bilkent University Faculty of Law in 2013 and was admitted to the Istanbul Bar Association in 2014. She is fluent in English. She has been working at Kolcuođlu Demirkan Koaklı since September 2013. Having spent approximately one year in the Firm's dispute resolution practice, Ms. Kabadayı now focuses on real estate contracts. She has taken an active role in the drafting of all types of lease agreements.

## Kolcuođlu Demirkan Koaklı Attorneys at Law

Sađlam Fikir Sokak Kelebek ıkmađı No. 5 Esentepe-Şişli, Istanbul, Turkey

Tel: +90 212 355 99 00 / URL: <http://www.kolcuoglu.av.tr>

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