

NOTE – This form does not constitute the preliminary contract required under articles 1785 and following of the *Civil Code of Québec* for the sale of an immovable by a builder or promoter. Where a preliminary contract is required, a specific form must be used.

Unusable for
 a transaction

1. IDENTIFICATION OF THE PARTIES

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

(hereinafter called "the BUYER")

(hereinafter called "the SELLER")

Specimen

2. OBJECT OF THE PROMISE TO PURCHASE

2.1 The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:

- _____, broker _____ LICENCE NUMBER _____
- carrying on activities within the following business corporation _____
- representing the following agency _____ or acting on his own account.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 A _____ % share of the immovable held in undivided co-ownership, is designated as follows:

NUMBER _____ STREET _____ CITY _____ PROVINCE _____ POSTAL CODE _____

With exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s) number(s) _____ storage space(s) _____ number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP _____ m ft _____ m² ft²

AREA OF SHARE _____ gross net as per certificate of location

AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

(hereinafter called "the IMMOVABLE")

4. PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)

4.1 **PRICE** – The purchase price shall be _____ dollars (\$ _____) which the BUYER agrees to pay in full upon the signing of the deed of sale.

4.2 The IMMOVABLE is not subject OR is subject to the Goods and Services Tax and the Québec Sales Tax in a proportion of _____ %. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER, under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the BUYER to the SELLER for this purpose.

4.3 **DEPOSIT** – If the BUYER chooses to pay a deposit, he shall remit to the broker identified in clause 2.1 (hereinafter called the "TRUSTEE"), as a deposit on the sale price to be paid, a sum of _____ dollars (\$ _____), as well as bank fees, if applicable. The deposit may be remitted with this promise to purchase OR within 72 hours following fulfilment of the conditions outlined in the promise to purchase, excluding the signing of the deed of sale before the notary and the payment of the purchase price:

- by cheque "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE
- by electronic transfer from _____ . It is understood that the sum in Canadian dollars deposited in the trust account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.
COUNTRY
- by bank draft "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE

Upon receipt, the amount shall be deposited without delay in the trust account of _____
NAME OF AGENCY OR BROKER TRUSTEE

until the sum is required by the acting notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as this sum is deposited into his trust account, the TRUSTEE shall give the depositor a receipt.

Should this promise to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE shall require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to purchase or with the law.

If the deposit is to be paid within 72 hours and the BUYER does not remit this sum within the above-mentioned period, the SELLER shall notify the BUYER, in writing, within five (5) days following the expiry of this period, that he grants the BUYER an additional period, failing which the promise to purchase shall become null and void. Should the SELLER fail to notify the BUYER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

5. METHOD OF PAYMENT

- 5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ _____
- 5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ _____
- 5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ _____
- 5.4 **EXISTING LOAN** – The BUYER shall assume, in accordance with Financing Annex AF- _____, the obligations relating to the existing hypothecary loans, of which the overall balance is approximately: \$ _____
- 5.5 **BALANCE OF THE SALE PRICE** – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF- _____, the balance of the sale price: \$ _____
- TOTAL PRICE** \$ _____

6. NEW HYPOTHECARY LOAN

- 6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ _____, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed _____ % per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of _____ years, the balance becoming due in a minimum of _____ years.
- In his efforts to obtain such a loan, the BUYER declares that:
- he is bound by an exclusive mortgage brokerage contract;
- OR**
- he is not bound by an exclusive mortgage brokerage contract.
- 6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within _____ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.
- 6.3 **ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:
- a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for a hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;
- OR**
- b) that he renders this promise to purchase null and void. This notice shall take effect upon its receipt by the BUYER.

Where the SELLER does not avail himself of the provisions of paragraph (a) or (b) above within the specified time period, this promise to purchase shall become null and void.

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within _____ days following acceptance of this promise to purchase. Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following the expiry of the above-mentioned time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above-mentioned time period, he shall be deemed to have waived this condition.

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

10.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)] and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence until the signing of the deed of sale, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied;
3. the IMMOVABLE is not the subject of an agreement to sell or exchange it;
4. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
5. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party, excluding the other undivided co-owners;
6. the undivided co-owners:
 - have the following pre-emptive right, if applicable (indicate time period and terms):

- The SELLER undertakes to obtain from the undivided co-owners of the immovable held in undivided co-ownership a written waiver of their pre-emptive right or their right of redemption and to submit it to the BUYER within _____ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above period shall cause the promise to purchase to become null and void;
- have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase;

7. the IMMOVABLE is not an immovable referred to in article 1785 of the *Civil Code of Québec*, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the SELLER's rights over the land.
8. the IMMOVABLE is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.

10.2 DELIVERY OF THE IMMOVABLE – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

10.3 OWNERSHIP DOCUMENTS – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership, except those appearing on the certificate of location provided to the BUYER.

The SELLER shall supply to the BUYER a true copy of his act of acquisition and of his certificate of location for the immovable held in co-ownership:

- reflecting any operation, amendment or cadastral renovation;
- reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws).

The BUYER who wishes to obtain another certificate of location shall bear the cost thereof.

The SELLER shall also supply to the BUYER the indivision agreement, including the co-ownership by-law. If a true copy of the indivision agreement cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.

10.4 COSTS RELATING TO REPAYMENT AND CANCELLATION – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER, unless otherwise stipulated in clause 12.1. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

10.5 DEFECT OR IRREGULARITY – Should the BUYER or the SELLER be notified, following the fulfilment of conditions, but before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the titles of the IMMOVABLE or the declarations or obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy it.

Unless the BUYER has already been informed in writing, the BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:

- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;

OR

- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the specified time period, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

10.6 INTERVENTION OF SPOUSE – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing the consent of the married or civil union spouse and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without the consent of the married or civil union spouse. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.

10.7 DAMAGES – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER acknowledges that, in addition to the damages he may have to pay to the BUYER, he may have to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages that could be equivalent to the remuneration that the BUYER would otherwise have had to pay.

11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

11.1 DEED OF SALE – The BUYER and the SELLER undertake to sign a deed of sale before _____, notary, on or before _____ DATE. The BUYER shall be the owner upon the signing of the deed of sale.

The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

11.2 OCCUPANCY OF PREMISES – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of _____ DATE, at _____: _____, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible, unless otherwise stipulated in clause 12.1, for keeping the immovable in the condition that it was in when the BUYER visited it.

11.3 ADJUSTMENTS – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made:

- as of the date of signing of the deed of sale **OR** as of the date of occupancy.

Unusable for a transaction

13. ANNEXES

13.1 The provisions set forth in the Annex Declarations by the seller of the immovable DS- _____ and those set forth in the annexes identified below form an integral part of this promise to purchase:

General Annex AG- _____ Residential immovable Annex AR- _____ Financing Annex AF- _____

Other(s): _____

14. CONDITIONS OF ACCEPTANCE

14.1 The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained herein. The BUYER is irrevocably committed until _____ : _____ , on _____ .
DATE

If the SELLER accepts this promise to purchase within this deadline, it shall constitute a contract that is legally binding on the BUYER and the SELLER until proper and full execution. If the SELLER does not accept it within this deadline, this promise to purchase shall become null and void. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.

15. INTERPRETATION

15.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.

15.2 This contract and the performance thereof are governed by the laws of Québec.

16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency or to get information on real estate transactions and the oversight of licence holders.

Initials of BROKER identified in clause 2.1.

The parties have requested that this form and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

BUYER – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a copy thereof.

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SELLER'S REPLY – The SELLER acknowledges having read and understood this promise to purchase, including any annexes thereto, and having received a copy thereof.

The SELLER _____ this promise to purchase with the enhancements EA- _____ | OR
"ACCEPTS" OR "REFUSES"

submits counter-proposal CP- _____.

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

INTERVENTION OF THE MARRIED OR CIVIL UNION SPOUSE OF THE SELLER – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any annexes thereto, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF SELLER'S 1 SPOUSE

SIGNATURE OF SELLER'S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF SELLER'S 3 SPOUSE

SIGNATURE OF SELLER'S 4 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having received a copy of the SELLER’s reply.

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____, Signed in _____,

on _____, at _____ : _____ . on _____, at _____ : _____ .
DATE DATE

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

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