

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.

1. IDENTIFICATION OF THE PARTIES

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

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

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

(hereinafter called "the BUYER").

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

(hereinafter called "the SELLER").

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

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 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 The immovable, with building erected, if applicable, is designated as follows:

NUMBER	STREET	APARTMENT OR SUITE	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION		OF PARKING SPACE		OF STORAGE SPACE	
DIMENSIONS		AREA			
		<input type="checkbox"/> m <input type="checkbox"/> ft		<input type="checkbox"/> m ² <input type="checkbox"/> ft ²	

The immovable is held in divided co-ownership and also includes:

If one share of the immovable is held in divided co-ownership, see below:

_____ parking space(s), number(s) _____

private portion common portion for restricted use

other: _____ indoor outdoor

_____ storage space(s), number(s) _____

private portion

common portion for restricted use

other: _____ indoor outdoor

and all related rights in common portions:

SHARE OF COMMON PORTIONS

CADASTRAL DESCRIPTION OF COMMON PORTIONS

OR

If more than one share of the immovable is held in divided co-ownership, see completed Annex General AG- [] [] [] [] [] []

A _____ % share of the immovable designated above is held in undivided co-ownership with exclusive use of:

(E.G. ADDRESS, APARTMENT OR SUITE NO., BACKYARD, PATIO)

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

m² ft²

gross net as per certificate of location

AREA OF SHARE HELD IN UNDIVIDED 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 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 – With this promise to purchase, the BUYER remits to the broker referred to in clause 2.1, as a deposit on the sale price to be paid, a sum of _____ dollars (\$ _____), by cheque payable to the order of " _____ in trust" (hereinafter called the "TRUSTEE").
NAME OF AGENCY OR BROKER IN TRUST

Following acceptance of this promise to purchase, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into his trust account until the sum is required by the notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as he has deposited that sum 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 may 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.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, the BUYER has visited the IMMOVABLE, on _____, and declares that he is satisfied therewith. DATE
- 7.2 The BUYER declares that he is not bound OR he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3 The costs of the deed of sale, of its registration and of the copies required shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **DAMMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the SELLER would otherwise have had to pay.

8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

- 8.1 This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase, and, if applicable, the SELLER undertakes to cooperate to obtain all required authorizations from the syndicate of co-owners, the co-owners or manager of co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the IMMOVABLE and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional, but having decided to limit such inspection to the private portion only. The provisions of the above paragraph shall apply to the inspection report concerning the private portion. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection of the common portions.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the leases currently in force and the expenses related to the IMMOVABLE, as well as the following documents:

In the case of an immovable held in divided co-ownership, this promise to purchase is conditional upon the BUYER's examination and verification of the declaration of co-ownership and the by-law of the immovable and any amendments thereto, the information provided by the syndicate of co-owners if available, the minutes of meetings of the co-owners and of board meetings for the _____ last years, the financial statements of the co-ownership, including the statement of sums deposited in the contingency fund, and of the following documents:

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to make the following declarations:

1. that he is not aware of any factor relating to the IMMOVABLE that is liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses related thereto, except:

2. that he has not received any notice from a competent authority indicating that the IMMOVABLE does not conform to the laws and regulations in force, or any notice from an insurer, following which he has not fully remedied the defect declared therein, except:

3. that the leases detailed in Annex _____ bring in rents of at least _____ dollars (\$ _____) annually;
4. that he has not received any notice from a lessee or from the spouse of a lessee to the effect that the IMMOVABLE or part thereof is used as a family residence, except:

5. that no notice liable to amend the existing leases has been sent by either of the parties, except:

6. that no current lessee benefits from special advantages from the SELLER that are not specifically indicated in writing in the leases, except:

7. that there are no proceedings pending before the Régie du logement or any other tribunal, except:

8. that the IMMOVABLE:
 - a) is **OR** is not part of a housing complex within the meaning of the Act respecting the Régie du logement (R.S.Q., c. R-8.1);
 - b) does constitute a portion that has been detached from a housing complex within the meaning of the Act respecting the Régie du logement (R.S.Q., c. R-8.1) following an alienation without first having obtained the authorization of the Régie du logement;
OR
 does not constitute a portion that has been detached from a housing complex within the meaning of the Act respecting the Régie du logement (R.S.Q., c. R-8.1) following an alienation without first having obtained the authorization of the Régie du logement;
 - c) is **OR** is not subject to the Act to preserve agricultural land;
 - d) is **OR** is not classified or recognized cultural property and is not situated in a historic or natural district, on a classified historic site or in a protected area provided for in the Cultural Heritage Act;
 - e) does **OR** does not conform to the laws and regulations relating to environment protection;
 - f) is **OR** is not serviced by water and sewer services;
 - g) is **OR** is not connected to water and sewer services;
 - h) is **OR** is not serviced by power utilities and/or natural gas services;
 - i) is **OR** is not connected to power utilities and/or natural gas services;
9. that to his knowledge, an insurance company has **OR** has not refused to insure the IMMOVABLE in whole or in part;
10. that the IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility, and that the SELLER shall be warrantor towards any potential 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:

- 10.3 The SELLER declares not to have received OR to have received a notice of special assessment from the syndicate of co-owners.
- 10.4 The SELLER declares not to have received OR to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.
- 10.5 **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.

- 10.6 **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 and those reported herein. 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.

The SELLER shall supply to the BUYER his deed of purchase as well as a certificate of location describing the current state of the IMMOVABLE, or, if the IMMOVABLE is held in divided co-ownership, the current state of the entire co-ownership and including the private portion, or, failing this, a certificate of location pertaining to the private portion only, reflecting any cadastral renovation if applicable; the cost of any new certificate of location shall be borne by the BUYER where the previous certificate proves not to have been amended. If applicable, 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.

- 10.7 **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 where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

- 10.8 **DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the declarations and 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 to remedy it.

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. 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 time period stipulated, this promise to purchase shall become null and void. Consequently, the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

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

- 10.10 **DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER undertakes 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 equal to the remuneration that the BUYER would otherwise have had to pay.

- 10.11 **REQUEST FOR INFORMATION TO THE SYNDICATE** – Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, the SELLER hereby declares that the information contained in the form "Request for information to the syndicate of co-owners", attached to this promise to purchase, has not changed since the form was obtained.

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

_____, 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.

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.

There will be no adjustment relating to the contingency fund or other co-ownership fund. However, there will be adjustments relating to common expenses payable monthly or periodically. The syndicate's claim or any claim arising from a decision adopted by undivided co-owners shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ _____ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to _____, agency or broker of the SELLER, the remuneration amount provided for in the brokerage contract awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

11.5 INCLUSIONS – Included in the sale are the following items:

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

11.6 EXCLUSIONS – Excluded from the sale are the following items:

11.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

11.8 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutive clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

12. OTHER DECLARATIONS AND CONDITIONS

12.1

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12. OTHER DECLARATIONS AND CONDITIONS (CONTINUED)

12.1 _____

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13. ANNEXES

13.1 The provisions set forth in the Annexes identified below form an integral part of this contract:

Annex Declarations by the seller of the immovable DS- [] [] [] [] [] [] Annex income property AL- [] [] [] [] [] []
Financing Annex AF- [] [] [] [] [] [] Request for information to the syndicate of co-owners RIS- [] [] [] [] [] []
General Annex AG- [] [] [] [] [] [] Premises and leases - detailed listing DL- [] [] [] [] [] [] 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 _____. 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. ARBITRATION CLAUSE (OPTIONAL)

16.1 Except for the claims under the jurisdiction of the Court of Québec, Small Claims Division, in accordance with the Québec Code of Civil Procedure, by initialling the boxes below, the BUYER and the SELLER agree to submit any dispute arising from this contract to arbitration, to the exclusion of the courts. The dispute shall be submitted to a single arbitrator appointed jointly by the parties. The decision shall bind the parties and shall be final and without appeal. Unless inconsistent with this clause, the provisions of the Civil Code of Québec and of the Québec Code of Civil Procedure concerning arbitration shall apply.

[]

BUYER 1

[]

BUYER 2

[]

SELLER 1

[]

SELLER 2

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17. SIGNATURES

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

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

The SELLER _____ this promise
("ACCEPTS" OR "REFUSES")
to purchase or submits counter-proposal CP- [] [] [] [] [] [] [] [] [] []

Signed in _____,

Signed in _____,

on _____, at _____: _____.

on _____, at _____: _____.

SIGNATURE OF BUYER 1

SIGNATURE OF SELLER 1

WITNESS

WITNESS

Signed in _____,

Signed in _____,

on _____, at _____: _____.

on _____, at _____: _____.

SIGNATURE OF BUYER 2

SIGNATURE OF SELLER 2

WITNESS

WITNESS

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

INTERVENTION OF SELLER'S SPOUSE – 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 this purpose.

Signed in _____,

Signed in _____,

on _____, at _____: _____.

on _____, at _____: _____.

SIGNATURE OF BUYER 1

SIGNATURE OF SELLER'S SPOUSE

WITNESS

WITNESS

Signed in _____,

on _____, at _____: _____.

SIGNATURE OF BUYER 2

WITNESS

