

## Offer to Purchase - Residential\*

(single-family, condo or vacant land)

### 1. IDENTIFICATION OF THE PARTIES

**BUYER 1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (res.): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Email: \_\_\_\_\_

**BUYER 2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (res.): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Email: \_\_\_\_\_

Hereinafter the "Buyer"

**SELLER 1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (res.): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Email: \_\_\_\_\_

**SELLER 2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (res.): \_\_\_\_\_

Telephone (work): \_\_\_\_\_

Email: \_\_\_\_\_

Hereinafter the "Seller"

### 2. OBJECT OF THE CONTRACT

The Buyer promises to purchase, at the price and upon the terms set out below, the following property:

**DESCRIPTION OF THE PROPERTY:**

Address: \_\_\_\_\_  
(number, street, city, province, postal code)

Cadastral designation (lot number): \_\_\_\_\_

Lot measurements: \_\_\_\_\_ X \_\_\_\_\_  m  ft and/or having an approximate surface area of \_\_\_\_\_  m<sup>2</sup>  ft<sup>2</sup>

**CO-OWNERSHIP:** *(Fill in only if the property is held in co-ownership)*

The property is held in  divided co-ownership

undivided co-ownership for a share equal to \_\_\_\_\_ %

The unit is sold with \_\_\_\_\_ parking space(s) (no. \_\_\_\_\_ and/or cadastral designation \_\_\_\_\_)

and \_\_\_\_\_ storage space(s) (no. \_\_\_\_\_ and/or cadastral designation \_\_\_\_\_).

\*The model documents on this web site are for reference purposes only; they can be modified by the parties, especially, without limitation, with respect to the provided conditions and time periods. In each case, we advise you to contact a lawyer or notary in private practice. DuProprio disclaims any and all liability with respect to the accuracy, sufficiency and relevance of the said models. DuProprio is not a real estate agency and does not represent the seller or the buyer.

### 3. PRICE AND PAYMENT TERMS

- 3.1 **PRICE:** The purchase price shall be \_\_\_\_\_ \$  
 \_\_\_\_\_ \$  
 \_\_\_\_\_ dollars (*indicate the amount in words*) which the Buyer agrees to pay in full upon the execution of the deed of sale. (*Indicate the amount in numbers*)
- 3.2 **PAYMENT TERMS** (optional): The Buyer undertakes to pay the full purchase price as follows:  
DOWNPAYMENT (including the deposit, if applicable) according to the method and within the deadline indicated by the acting notary, to be held in trust: \_\_\_\_\_ \$  
 (*Indicate the amount in numbers*)  
MORTGAGE LOAN in accordance with paragraph 6.1.1 and according to the method and within the deadline indicated by the acting notary, to be held in trust: \_\_\_\_\_ \$  
 (*Indicate the amount in numbers*)  
TOTAL PRICE (= downpayment + mortgage loan): \_\_\_\_\_ \$  
 (*Indicate the amount in numbers*)  
 The total price will be released to the Seller following the execution of the deed of sale and the registration at the Land register by the acting notary.
- 3.3 **DEPOSIT** (optional): With this offer to purchase, the Buyer gives a sum of \_\_\_\_\_ \$  
 \_\_\_\_\_ dollars (*Indicate the amount in numbers*)  
 (*indicate the amount in words*) by cheque payable to "M<sup>lre</sup> \_\_\_\_\_, Notary, in trust" (*Buyer's notary*) as a deposit on the purchase price due. This amount will be deposited once all of the conditions of this offer to purchase have been met and will be applied against the purchase price. Should this offer to purchase become null and void, the deposit **shall be immediately reimbursed to the Buyer without interest.**

### 4. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 4.1 **DECLARATIONS:**
- a) Subject to paragraph 6.2.1 and unless otherwise indicated in paragraph 8, the Buyer has visited the property on \_\_\_\_\_ 20\_\_\_\_\_ and declares himself satisfied therewith;
- b) The Buyer declares having made the proper verifications with competent authorities regarding his intended use of the property (based on the zoning) and declares himself satisfied therewith.
- Before making this declaration, the Buyer may consult a notary or lawyer in private practice to verify whether any particular intended use (for e.g. bi-generation, daycare, professional office, etc.) complies with municipal zoning bylaws.
- 4.2 **FEES:** The Buyer shall assume all fees and expenses of the deed of sale, its publication and the required copies. If the Buyer obtains financing from a financial institution which requires title insurance or any test, evaluation or inspection, their cost shall be borne by the Buyer.
- 4.3 **LEASING CONTRACTS:** The Buyer shall assume the following appliance and equipment leases:  
 \_\_\_\_\_
- 4.4 **NON-ASSIGNABILITY:** The Buyer may not sell, assign or otherwise alienate any of his rights in this offer to purchase without the prior written consent of the Seller.

### 5. DECLARATIONS AND OBLIGATIONS OF THE SELLER

- 5.1 **DECLARATIONS:** The Seller declares, unless otherwise indicated in paragraph 8 or in the "Declaration of the Seller":
- a) The Seller is not aware of any factor relating to the property which could substantially reduce its value or the income generated thereby, or increase the expenses relating thereto (for e.g. environmental issues, harmful noise or odors, construction or development project, etc.);
- b) The Seller has not received a notice, from a competent authority or an insurer, indicating that the property does not comply with the laws and regulations in force, and with which he has not complied;
- c) The property is not part of a housing complex within the meaning of the *Act respecting the Régie du logement*;
- d) The property is not subject to the *Act respecting the Preservation of agricultural land and agricultural activities*;

- e) The property is not classified as cultural property and is not located in a historic or natural district, on a classified historic site or in a protected area pursuant to the *Cultural Heritage Act*;
  - f) The property complies with applicable laws and regulations relating to environmental protection;
  - g) The relevant municipality provides the property with water and sewer services;
  - h) The Seller is a resident of Canada within the meaning of federal and provincial taxation laws.
- 5.2 **DELIVERY:** Unless otherwise indicated in paragraph 8, the property shall be delivered, upon the sale, in the same condition in which it was during the Buyer's last visit.
- 5.3 **TITLE OF OWNERSHIP:** The Seller guarantees the Buyer with a valid title of ownership, free of any prior claim, mortgage, real right or other charge, other than the usual and apparent servitudes of public utility.
- 5.4 **OWNERSHIP DOCUMENTS:** The Seller shall provide the Buyer with a certified copy of its act of acquisition (for e.g. deed of sale) as well as a certified copy of a certificate of location describing the current state of the property. The cost of any new certificate of location shall be borne by the Buyer if it reveals no change from the certificate of location provided by the Seller. If the property is held in divided co-ownership, the certificate of location shall pertain to the private portion being sold. If the property is held in co-ownership, the Seller shall also provide the Buyer, as the case may be, with a certified copy (or, if unavailable, a copy certified by the Land register) of the declaration of co-ownership including the building by-laws or of the indivision agreement and any document adopted by the undivided co-owners. These documents shall be forwarded by the Seller to the Buyer's notary at the latest thirty (30) consecutive days before the date on which the deed of sale is scheduled to be signed.
- 5.5 **FEES:** The fees relating to the repayment (including any penalty due for early repayment) and to the striking-off of any loan secured by mortgage, prior claim or any other real right affecting the property shall be borne by the Seller where payment of those costs is not assumed by the Buyer.
- 5.6 **DEFECT OR IRREGULARITY:** Should the parties be notified, prior to the execution of the deed of sale, of any defect or irregularity affecting the titles, or in the case of non-compliance with any declaration of the Seller contained herein, the Seller shall, within twenty-one (21) consecutive days following receipt of written notice to that effect, notify the Buyer in writing: (i) that he has remedied the said defect, irregularity or non-compliance at his own expense; or (ii) that he will not remedy it.
- In the event that the Seller does not remedy the said defect, the Buyer may, within five (5) consecutive days following receipt of the Seller's notice, notify the Seller in writing: (i) that he is purchasing the property with the said defect, irregularity or non-compliance, in which case the Seller's warranty shall be reduced accordingly; or (ii) that he renders this offer to purchase null and void.
- If the Buyer fails to notify the Seller within this five (5) day time period, this offer to purchase shall become null and void, in which case the fees, expenses and disbursements incurred by each party shall be borne by each party respectively.
- 5.7 **INTERVENTION OF SPOUSE (MARRIED OR CIVIL UNION):** If all or part of the property constitutes the Seller's family residence, or where rendered necessary by the Seller's matrimonial regime, the Seller shall provide to the Buyer, as soon as this offer to purchase is accepted, his spouse's written consent, and, where applicable, his spouse's concurrence and undertaking to intervene in the deed of sale for the same purpose, failing which the Buyer may render this offer to purchase null and void by giving written notice to that effect.

## 6. OPTIONAL CONDITIONS OF THIS OFFER TO PURCHASE

**IN THIS SECTION, ONLY THE CONDITIONS WHICH ARE CHECKED FORM AN INTEGRAL PART OF THIS OFFER TO PURCHASE. THE FOLLOWING LIST IS NON-EXHAUSTIVE: YOU MAY ADD CONDITIONS.**

- 6.1 **FINANCING CONDITIONS** *(Check paragraph 6.1.1 or 6.1.2, depending on which is applicable to your situation)*
- 6.1.1 **Financing of the Buyer by a Mortgage Lender**
- a) Terms: This offer to purchase is conditional upon the Buyer obtaining a mortgage loan of at least \$ \_\_\_\_\_ *(indicate the price offered in section 3.1 minus the downpayment)* secured by a first rank mortgage. The interest rate of the loan shall not exceed \_\_\_\_\_ % per year and the loan shall be calculated according to a maximum amortization plan of \_\_\_\_\_ years for a minimum term of \_\_\_\_\_ years.
  - b) Undertaking of the Mortgage Lender : The Buyer shall, within ten (10) consecutive days following the acceptance of this offer to purchase, provide the Seller with a copy of the mortgage lender's undertaking to grant the Buyer such a loan without conditions, or on condition of the sale of the Buyer's property in the event paragraph 6.2.5 applies. The receipt by the Seller of such undertaking within that period shall have the effect of satisfying this condition.

- c) Default: Should the Buyer fail to provide the Seller with an undertaking within this ten (10) day time period or in the case of a refusal from the mortgage lender, the Seller may, within five (5) consecutive days following the expiry of said time period, notify the Buyer in writing:
- i) that he renders the present offer to purchase null and void, without further recourse on either side;
- OR
- ii) that the Buyer must immediately submit a new application for a mortgage loan to a mortgage lender determined by the Seller, respecting the terms of paragraph 6.1.1 a). Should the Buyer fail to provide the Seller with an undertaking within the time period provided in the Seller's notice or in the case of a refusal from the mortgage lender, the present offer to purchase shall become null and void.

Should the Seller fail to notify the Buyer, this offer to purchase shall become null and void upon expiry of this five (5) day time period.

**OR**

6.1.2 **Proof of Availability of Funds in case of Cash Sale**

- a) Terms: This offer to purchase is conditional upon the Buyer providing the Seller, within ten (10) consecutive days following the acceptance of this offer to purchase, with any document proving:
- i) that the Buyer has the necessary funds to cover the purchase price; or
  - ii) that the Buyer has accepted an offer to purchase on a property which he owns, and that all conditions thereof have been fulfilled, excluding the execution of the deed of sale, as well as a letter from the mortgage lender indicating that the proceeds of such sale will be sufficient to cover the purchase price indicated at paragraph 3.1.
- b) Default: Should the Buyer fail to provide the Seller with such documents within the time period provided, this offer to purchase shall become null and void when that period expires.

6.2 **OTHER CONDITIONS** *(Check only the applicable conditions)*

6.2.1 **Inspection** *(Check only if applicable)*

This offer to purchase is conditional upon the Buyer being able to have the property inspected at his expense by a building expert within seven (7) consecutive days following the acceptance of this offer to purchase. Should this inspection reveal the existence of defects or other factors affecting the property, which could substantially reduce its value or the income generated thereby, or increase the expenses relating thereto, the Buyer shall so notify the Seller in writing and shall give him, within four (4) consecutive days following the expiry of the above-mentioned time period, a copy of the inspection report as well as his decision to: (i) declare this offer to purchase null and void ; or (ii) propose an amendment to this offer to purchase. If the Buyer proposes an amendment in accordance with the above-mentioned terms in the time period provided, the Seller shall, within four (4) consecutive days following receipt of the amendment proposal, notify the Buyer in writing of his decision to: (i) accept the proposed amendment; (ii) make a counter-proposal; or (iii) refuse the proposed amendment. In the event of the Seller's refusal or failure to respond within the time period provided, this offer to purchase shall become null and void.

If the Buyer fails to carry out the inspection or notify the Seller pursuant to the above-mentioned terms in the time period provided, he shall be deemed to have waived this condition.

6.2.2 **Drinking Water Quality and Septic Systems Compliance Tests** *(Check only if applicable)*

The Buyer shall have seven (7) consecutive days following the acceptance of this offer to purchase to have a drinking water test conducted and to have the septic systems' compliance verified, at his expense. Should the result of these tests reveal that the water is unfit for human consumption or that the septic systems are not compliant, the Buyer shall so notify the Seller in writing and give him a copy of this result within four (4) consecutive days following the expiry of the above-mentioned time period. This offer to purchase shall become null and void following receipt by the Seller of such notice together with this result. Should the Buyer fail to conduct the tests or notify the Seller in the time period provided, the Buyer shall be deemed to have waived this condition.

6.2.3 **Review of Divided or Undivided Co-ownership Documents** *(Check only if applicable)*

This offer to purchase is conditional upon the Buyer reviewing the declaration of co-ownership, including the building by-laws, or the indivision agreement and any document adopted by the undivided co-owners, as well as the following documents:

To this effect, the Seller shall provide the Buyer with a copy of these documents within five (5) consecutive days following the acceptance of this offer to purchase. Should the Buyer be unsatisfied after reviewing these documents and therefore wish to withdraw this offer to purchase, he shall so notify the Seller in writing, within seven (7) consecutive days following receipt of these documents. This offer to purchase shall become null and void upon receipt of such notice by the Seller. Should the Buyer fail to notify the Seller in the time period provided, the Buyer shall be deemed to have waived this condition.

6.2.4 **Waiver of a Pre-emptive Right Provided in an Indivision Agreement or elsewhere** *(Check only if applicable)*

This offer to purchase is conditional upon the Seller obtaining from any undivided co-owner who benefits from a right to acquire the property by preference over the Buyer, a written waiver of such right and to submit it to the Buyer within five (5) consecutive days following the acceptance of this offer to purchase. Receipt of such a waiver within this time period shall fully satisfy this condition. Should the Seller fail to provide the Buyer with such waiver within the time period provided, this offer to purchase shall become null and void.

6.2.5 **Sale of the Buyer's Property and 72-Hour Clause** *(Check only if applicable)*

a) Terms: This offer to purchase is conditional upon the sale of the Buyer's property located at

\_\_\_\_\_ ,  
before \_\_\_\_\_ 20\_\_\_\_\_.

Receipt, within this time period, of a written notice from the Buyer that the present condition is fulfilled or waived, together with either the undertaking of a mortgage lender to grant him a loan without conditions or proof respecting the terms of paragraph 6.1.2 a), shall fully satisfy this condition.

Should the Buyer be unable to meet the requirements of this condition within the time period provided, this offer to purchase shall become null and void when that period expires.

Notwithstanding this condition, the Buyer must proceed with the fulfilment of the other conditions as of the acceptance of this offer to purchase.

b) 72-Hour Clause: The Seller may continue to offer the property for sale despite the acceptance of this offer to purchase. If the Seller accepts another offer to purchase, he shall so notify the Buyer by any means providing evidence of the time of receipt, as soon as all the conditions of this new offer to purchase have been fulfilled, excluding obtaining the cancellation of this offer to purchase. The Buyer shall then have seventy-two (72) consecutive hours from the receipt of such notice to inform the Seller in writing of his decision to:

- i) remove all conditions of this offer to purchase which have not yet been fulfilled, including, without limitation, the condition of sale of the Buyer's property, and to provide an undertaking from a mortgage lender to grant him a loan without conditions or proof respecting the terms of paragraph 6.1.2 a); or
- ii) render this offer to purchase null and void.

Should the Buyer fail to notify the Seller within the time period provided, this offer to purchase shall become null and void when that period expires.

- 6.2.6 **Acceptance Conditional Upon Cancellation of Another Accepted Offer to Purchase** (Check only if the property is the object of another accepted offer to purchase, conditional upon paragraph 6.2.5)  
The Seller declares that the property is the object of a conditional offer to purchase accepted on \_\_\_\_\_

Consequently, this offer to purchase is conditional upon the cancellation of the first offer to purchase. The Seller shall take the necessary steps to obtain the cancellation of the first offer to purchase as soon as all the conditions of this offer to purchase are fulfilled, excluding the present condition. Should the Seller fail to notify the Buyer in writing of the cancellation of the first offer to purchase on or before \_\_\_\_\_ 20\_\_\_\_ (allow for a deadline which takes into account the time period for the fulfilment of the conditions of this offer to purchase once it is accepted + 72 hours + 1 extra day), this offer to purchase shall become null and void. Receipt of a notice within the time period provided indicating that the first offer to purchase has been cancelled shall give full effect to this offer to purchase.

## 7. TRANSFER OF OWNERSHIP AND OCCUPANCY

- 7.1 **DEED OF SALE:** The parties undertake to execute a deed of sale before the Buyer's notary, on or before \_\_\_\_\_ 20\_\_\_\_. The Buyer shall become the owner of the property upon the execution of the deed of sale and shall assume the risks starting on such a date in accordance with article 950 of the *Civil Code of Québec*.
- 7.2 **OCCUPANCY:** The property shall be available for occupancy by the Buyer as of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ : \_\_\_\_\_  am  pm, and the Seller undertakes to leave the property free of all possessions not included in this offer to purchase, failing which the Buyer may have them removed at the Seller's expense.
- If the occupancy of the property is subsequent to the execution of the deed of sale, the Seller shall pay to the Buyer the amount of \$ \_\_\_\_\_ (indicate the amount in numbers) per month, from the date of execution of the deed of sale until the expected date of occupancy, as compensation for the occupation of the property by the Seller during that period. This amount shall be withheld from the purchase price by the notary and delivered to the Buyer. In addition, the Seller shall remain responsible for the costs of heating, electricity and repairs deemed to be leasehold repairs during that period.
- 7.3 **ADJUSTMENTS:** Upon the execution of the deed of sale, all adjustments in respect of general and special real estate taxes, income generated by or expenses relating to the property, fuel reserves, equipment leases, co-ownership expenses if applicable, etc., shall be made as of the date of execution of the deed of sale.  
If the property is held in co-ownership, there shall be no adjustments in respect of the contingency fund and the operating fund of the co-ownership.
- 7.4 **INCLUSIONS:** The following items are included in the purchase price and sold **without any legal warranty of quality**, but must be in working order at the time of delivery:
- 7.5 **EXCLUSIONS:** The following items are excluded from the sale:

## 8. OTHER CONDITIONS OR DECLARATIONS

## 8. OTHER CONDITIONS OR DECLARATIONS (CONTINUED)

## 9. CONDITIONS OF ACCEPTANCE

This offer to purchase is irrevocable until \_\_\_\_\_ : \_\_\_\_\_  am  pm, on \_\_\_\_\_  
20 \_\_\_\_\_.

If the Seller accepts this offer to purchase within this deadline, it shall constitute a legally binding contract between the Buyer and the Seller.  
If the Seller does not accept this offer within this deadline, this offer to purchase shall become null and void.

