

## OFFER TO PURCHASE

I/WE \_\_\_\_\_ (the "Purchaser(s)")

ADDRESS: \_\_\_\_\_

TELEPHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_

having inspected the real property described below, HEREBY OFFER TO PURCHASE from:

NAME: \_\_\_\_\_ (the "Vendor")

ADDRESS: \_\_\_\_\_

TELEPHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_

the following property, located at: \_\_\_\_\_ (the "Civic Address"), Saskatchewan.

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plan: \_\_\_\_\_

\_\_\_\_\_, Saskatchewan, (the "property")

which term includes all buildings on the property (the "buildings") subject to the reservations and exceptions appearing in the existing Certificate of Title free and clear of all encumbrances, save and except such encumbrances as are expressly agreed to be assumed by the Purchaser, as referenced in section 9(E) and 9(F) hereof, for the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (the "Purchase Price").

The parties acknowledge that any mineral rights that are currently included on the title to the property  are included or  are not included (check the applicable box) in the purchase of the property and, where included, will be part of the definition of "property" when used herein.

1. The Purchase Price is to be paid as follows:

a) \$ \_\_\_\_\_ as the deposit to be paid to the Vendor's lawyer, upon acceptance of this offer to be held in trust by the Vendor's lawyer, such deposit to be credited to the Purchase Price on the possession date. If the Purchaser fails to comply with any of the Purchaser's obligations under this agreement, the Vendor may, at the Vendor's option, cancel this agreement and retain the deposit as liquidated damages and not as a penalty, and pursue any other remedies that the Vendor may have at law.

b) \$ \_\_\_\_\_ by a new mortgage to be arranged by the Purchaser at the Purchaser's expense.

c) \$ \_\_\_\_\_ by assumption of the Vendor's existing mortgage in favour of:  
\_\_\_\_\_.

d) \$ \_\_\_\_\_ cash to be paid (subject to the adjustments provided below) to the Vendor or the Vendor's lawyer on or before 12 o'clock noon on the possession date.

2. This Offer to Purchase is subject to the following conditions:

- a) The Purchaser obtaining approval of a mortgage on the property in the amount set out in Subsection 1(b) on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on terms and conditions satisfactory to the Purchaser.
- b) The Vendor completing the Property Condition Disclosure Statement attached as Schedule “A” (the “Property Condition Disclosure Statement”) and delivering a copy of it to the Purchaser at the time of acceptance of this Offer.
- c) The matters disclosed in the Property Condition Disclosure Statement being satisfactory to the Purchaser. If the Purchaser is not satisfied with the matters disclosed in the Property Condition Disclosure Statement, the Purchaser shall so notify the Vendor to that effect within 7 days from the date the Property Condition Disclosure Statement is received by the Purchaser. This agreement shall then be null and void and of no further force and effect. If notice is not given this condition is deemed to be waived.
- d) The Purchaser obtaining a Building Inspection Report for the property satisfactory to the Purchaser at the Purchaser’s expense on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
- e) In the event the property is a Condominium, the Vendor complying with the special conditions referenced in the attached Schedule “B” hereto. In the event the documents and/or the particulars disclosed by the Vendor in Section 1 of Schedule “B” are not satisfactory to the Purchaser, the Purchaser shall so notify the Vendor to that effect within seven (7) days from the date that the documents and particulars referenced in Section 1 of Schedule “B” are received by the Purchaser at which time this agreement shall be null and void and of no further force and effect. If such notice is not given within the aforementioned seven (7) days, this condition shall be deemed to be waived by the Purchaser.
- f) (List any other Conditions)  


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In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified in each condition, (or failing a date being specified, on or before the possession date), then the deposit shall be returned to the Purchaser and this agreement shall be null and void.

3. The Purchaser agrees to pay interest to the Vendor at the rate of \_\_\_\_\_% per annum, on any portion of the Purchase Price, less mortgages or other financial encumbrances assumed, not received by the Vendor or the Vendor’s lawyer on the possession date. Interest shall be calculated from the possession date until the date that the entire purchase price is paid to the Vendor or the

Vendor’s lawyer.

4. The Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by or agreed to by the Purchaser.

5. This transaction of purchase and sale shall be completed and closed on or before 12 o’clock noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “possession date”) on which date the Purchaser shall have POSSESSION of the property, vacant or subject to the following tenancy, (List any Tenancy):

\_\_\_\_\_  
\_\_\_\_\_

6. ADJUSTMENTS: re: taxes, rents, insurance, utilities, condominium fees and other incoming and outgoing expense or revenue relating directly to the property, shall be made as at possession date.

7. The Vendor shall maintain fire insurance coverage until the earlier of the possession date or the date that possession is given to the Purchaser and the property and buildings shall be at the risk of the Vendor until possession is granted. Upon the earlier of the possession date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser’s expense effective immediately. Insurance coverage shall be in an amount at least equal to the greater of that portion of the Purchase Price remaining to be paid to the Vendor or the amount of insurance required by the Purchaser’s mortgagee. In the event of any loss occurring before payment of the entire Purchase Price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid Purchase Price and second to the Purchaser as the Purchaser’s interest may appear.

8. All existing awnings, screen doors, and windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical, plumbing and heating fixtures and attachments, furnace, trees and shrubbery, and the following:

\_\_\_\_\_

are owned by the Vendor and conveyed to the Purchaser under this agreement free and clear of all encumbrances.

- 9. a) Each party shall pay their own lawyer.
- b) The Purchaser shall pay all Land Titles Office fees to register the property into the name of the Purchaser;
- c) The Purchaser shall pay all Land Titles Office fees to register any mortgage arranged by the Purchaser;

- d) The Vendor shall pay all Land Titles Office fees in connection with the discharge of any encumbrances required to be removed by the Vendor;
- e) The Vendor shall transfer title to the property to the Purchaser free and clear of all encumbrances except:
- i) all standard utility easements;
  - ii) Mortgage in favour of \_\_\_\_\_
  - iii) Caveat in favour of \_\_\_\_\_
- f) Upon receiving the Purchase Price, the Vendor shall discharge the following encumbrances from the title to the property:
- i) Mortgage in favour of \_\_\_\_\_
  - ii) Caveat in favour of \_\_\_\_\_
- g) If there is a Surveyor's Certificate/Real Property Report for the property and the Vendor is able to provide a copy to the Purchaser or to the Purchaser's lawyer, the Vendor agrees to do so as soon as is reasonably possible after the acceptance of this offer by the Vendor.
10. The Vendor warrants that:
- a) there is no Urea Formaldehyde insulation in the buildings;
  - b) the buildings are situated totally within the boundaries of the property and do not encroach onto any other lands adjacent to the property;
  - c) there are no encroachments onto the property;
  - d) the buildings and the property and their use comply with the zoning, building, fire safety and property maintenance by-laws and the fire and building codes of or adopted by the municipality in which the property is situated; and
  - e) the building is classified for occupancy as a:
    - single family dwelling
    - duplex
    - condominium

11. If the Purchaser is a body corporate, the Purchaser hereby covenants and agrees with the Vendor that:

- a) *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any actions as defined in the said Act with respect to this agreement or any agreement arising from it;
- b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
  - i) this agreement;
  - ii) the sale and purchase constituted by the execution of this agreement;
  - iii) any charge or other security for payment of the money made, given or created by this agreement;
  - iv) any agreement or instrument renewing or extending or collateral to this agreement;  
or
  - v) the rights, powers, or remedies of the Vendor under this agreement or other security, agreement, or instrument referred to or mentioned in Subsections (iii) or (iv) above.

12. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the property as it stands at the price and terms and subject to the conditions in this agreement. TIME shall be of the essence of this agreement.

13. The Vendor and the Purchaser agree that the representations and warranties contained in the Property Condition Disclosure Statement shall form part of this agreement and that all of the representations, warranties and covenants contained in this agreement and in the Property Disclosure Statement shall not merge with and shall survive the closing of the purchase and sale and the transfer of Title to the property into the name of the Purchaser and shall be enforceable by the Purchaser after such transfer.

14. This Offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to one minute before midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If not accepted by that time, the offer is withdrawn.

15. Upon acceptance of this Offer within the time set out in Section 14, this agreement shall be a contract of purchase and sale and be binding on the Vendor and Purchaser, their respective heirs, executors, administrators, successors and assigns.

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED, SEALED AND DELIVERED )  
 in the presence of: ) \_\_\_\_\_  
 ) Purchaser  
 )  
 \_\_\_\_\_ ) \_\_\_\_\_  
 Witness Purchaser

Purchaser's Lawyer: \_\_\_\_\_ (name of lawyer)  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

**ACCEPTANCE**

The Vendor ACCEPTS the above Offer together with all conditions contained in it and covenants to carry out the sale on the terms and conditions set out in the Offer.

The Vendor certifies that the Vendor is a resident of Canada as defined under the provisions of Section 116 of The Income Tax Act.

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED, SEALED AND DELIVERED )  
 in the presence of: ) \_\_\_\_\_  
 ) Vendor  
 )  
 \_\_\_\_\_ ) \_\_\_\_\_  
 Witness Vendor

Vendor's Lawyer: \_\_\_\_\_ (name of lawyer)  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

## CONSENT OF NON-OWNING SPOUSE

I, \_\_\_\_\_, NON-OWNING SPOUSE OF \_\_\_\_\_, consent to the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above disposition in favour of the Purchasers described therein to the extent necessary to give effect to this agreement.

\_\_\_\_\_  
Non-Ownning Spouse

## *THE HOMESTEADS ACT, 1989* CERTIFICATE OF ACKNOWLEDGEMENT

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Saskatchewan, a Notary Public/Practising Solicitor, CERTIFY that I have examined \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, the owning spouse in the attached agreement, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

- a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse; and
- b) understands his/her rights in the homestead.

I FURTHER CERTIFY that I have not, nor has my employer, partner or clerk, prepared the attached agreement, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
A NOTARY PUBLIC/ PRACTISING  
SOLICITOR in and for the Province of  
Saskatchewan.

PROVINCE OF SASKATCHEWAN )  
TO WIT: )

***THE HOMESTEADS ACT, 1989 - AFFIDAVIT***

I, \_\_\_\_\_, of \_\_\_\_\_, in the  
Province of Saskatchewan, MAKE OATH AND SAY:

- 1. I am a one of the parties to the within agreement.
- 2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

- 2. I have no spouse.

SWORN BEFORE ME at the City of \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_ )  
Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_, 20\_\_\_\_. )  
\_\_\_\_\_) \_\_\_\_\_

A COMMISSIONER FOR OATHS in and  
for the Province of Saskatchewan  
Being a Solicitor. OR My Commission expires:



PROVINCE OF SASKATCHEWAN )  
TO WIT: )

***THE HOMESTEADS ACT, 1989 - AFFIDAVIT***

I, \_\_\_\_\_, of \_\_\_\_\_, in the  
Province of Saskatchewan, MAKE OATH AND SAY:

- 1. I am a one of the parties to the within agreement.
- 2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

- 2. I have no spouse.

SWORN BEFORE ME at the City of \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_ )  
Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_, 20\_\_\_\_. )  
\_\_\_\_\_) \_\_\_\_\_

A COMMISSIONER FOR OATHS in and  
for the Province of Saskatchewan  
Being a Solicitor. OR My Commission expires:

## Schedule "A"

### PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a statement made by the Vendors concerning the condition of the property designated in the attached Offer to Purchase.

**THE VENDORS ARE RESPONSIBLE FOR THE ACCURACY OF THE ANSWERS ON THIS DISCLOSURE STATEMENT AND WHERE UNCERTAIN SHOULD REPLY "DO NOT KNOW."**

**THE SELLERS MUST INITIAL EACH RESPONSE BOX**

GENERAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
Is the dwelling connected to a public sewer system?				
Is the dwelling connected to a public water system?				
Are the improvements connected to a private or a community water system?				
Is the present use a non-conforming use?				
Does the property contain unauthorized accommodation?				
Is the ceiling insulated?				
Do the dwellings/improvements contain asbestos insulation?				
Do the dwellings/improvements contain urea formaldehyde insulation?				
Does the wood stove/fire place and/or insert meet the current fire insurance standards?				
Have you received any notice or claim affecting the property from any person or public body?				
Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____.				

**STRUCTURAL**

**IN THIS PART, THE VENDORS SHALL NOT BE LIABLE FOR ANY ERROR, INACCURACY, OR OMISSION IF THE VENDORS HAVE NO PERSONAL KNOWLEDGE OF THAT ERROR, INACCURACY OR OMISSION.**

**THE SELLERS MUST INITIAL EACH RESPONSE BOX**

<b>GENERAL</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>	<b>DOES NOT APPLY</b>
Are you aware of any additions or alterations made without a required permit?				
Are you aware of any structural defects with the dwelling/improvements?				
Are you aware of any problems with the heating system?				
Are you aware of any problems with the central air conditioning system?				
Are you aware of any moisture and/or water problems in the basement or crawl space?				
Are you aware of any damage due to wind, fire, water, insects or rodents?				
Are you aware of any roof leakage or unrepaired damage?				
Are you aware of any problems with the electrical system?				
Are you aware of any problems with the plumbing system?				
Are you aware of any problems with the swimming pool and/or hot tub and/or underground sprinklers?				
Are you aware of any problems with built-in appliances or attached fixtures?(eg. garage door opener, central vac, dishwasher, water softener, etc.)				
Are you aware of any encroachments or unregistered rights of way?				
Are you aware of or have you been charged any local improvement levies or taxes?				
Are you aware of any problems re: quantity or quality of well water (Gal/min. if known _____)?				
Are you aware of any problems with the septic system?				

**CONDOMINIUM PROPERTY**

	YES	NO	DO NOT KNOW	DOES NOT APPLY
Are there any special assessments voted on or proposed?				
Are there any pending rules or bylaw amendments which may alter the uses of the property?				
Are there any restrictions on pets, children, or rentals?				
Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____.				

**GST COMPLIANCE**

	YES	NO
Is the complex being sold a “residential complex” within the meaning of the Excise Tax Act (Canada)?		
Is the Vendor a Builder of the residential complex within the meaning of the Excise Tax Act (Canada)?		
Has the Vendor previously claimed an input tax credit in respect of the complex?		
Does the Vendor certify for the purpose of Section 194 of the Excise Tax Act (Canada) that the sale of the residential complex referenced in this agreement is an exempt supply under Part I of Schedule V of the Excise Tax Act (Canada) where the Vendor is not a “builder” and the Vendor has not previously claimed an input tax credit in respect of the complex		

**ADDITIONAL COMMENTS AND/OR EXPLANATIONS:** (Use additional paper if necessary)

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The Vendor represents and warrants to the Purchaser that the above information is true, based on the Vendors’ current actual knowledge as of the above date. Any important changes to this information made known to the Vendor will be disclosed by the Vendor to the Purchaser prior to closing.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Vendor \_\_\_\_\_

Vendor \_\_\_\_\_

The Purchasers acknowledge that they have received and read a signed copy of this disclosure statement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Purchaser \_\_\_\_\_

Purchaser \_\_\_\_\_

## SCHEDULE "B"

### SPECIAL CONDITIONS FOR CONDOMINIUM UNITS

This Schedule "B" is attached to and forms part of an Offer to Purchase by: \_\_\_\_\_  
 \_\_\_\_\_ (Full name of Purchaser)  
 to: \_\_\_\_\_ (Full name of Vendor)  
 in respect of the property commonly known as: \_\_\_\_\_  
 \_\_\_\_\_.

1. Within ten (10) days after acceptance of the Offer to Purchase, at the Vendor's expense, the Vendor shall obtain and deliver to the Purchaser or the Purchaser's lawyer the following:
  - a) a copy of the latest amended by-laws of the Condominium Corporation in which the building is situated (the "Condominium Corporation");
  - b) a copy of the most recent financial statements of the Condominium Corporation (audited statements if available);
  - c) a copy of the Condominium Corporation Insurance Certificate or Policy;
  - d) Management agreement(s) (if any) regarding the Condominium Corporation;
  - e) most recent budget of the Condominium Corporation and particulars of any common expense, reserve fund and extra-ordinary contributions levied respecting the property;
  - f) written confirmation of parking/storage facilities and exclusive use areas (if any) included in the purchase price and any related costs or charges; and
  - g) the written particulars of any deficiency or exception that will appear in the Estoppel Certificate to be provided by the Vendor pursuant to paragraph 2 below.
  
2. The Vendor warrants and agrees that on closing, the Vendor shall provide to the Purchaser, or the Purchaser's lawyer an Estoppel Certificate issued by the Condominium Corporation with respect to the property which, except as has been disclosed under Section 1 above, will confirm:
  - a) the amount of the common expense, reserve fund and extra-ordinary contributions levied respecting the property and the manner in which they are payable, such amounts not to exceed the amounts disclosed under Section 1 above;
  - b) the Vendor has paid all common expense, reserve fund and extra-ordinary contributions levied respecting the property up to possession date;

- c) the Condominium Corporation is not aware of any default by the Vendor in fulfilling any of the Vendor's obligations arising from membership in the Condominium Corporation and ownership of the property;
- d) the Condominium Corporation holds insurance policies as required by *The Condominium Property Act, 1993* and its bylaws and policies are in good standing;
- e) the Condominium Corporation has not been served with a notice of any unsatisfied judgement against the Condominium Corporation, any existing orders or actions, suits or proceedings pending against or affecting the Condominium Corporation before or issued by any Court or public authority having jurisdiction;
- f) there has been no material change in the assets or liabilities of the Condominium Corporation since the date of the last audited Financial Statements of the Condominium Corporation;
- g) the Condominium Corporation has not taken any action nor has it received notice of any pending proceedings:
  - i) for the transfer or leasing of the common property of the Condominium Corporation or any part of it, except to the extent permitted under its Bylaws in relation to the assignment of parking spaces and privacy areas to individual units;
  - ii) to authorize any substantial change in or addition to the common facilities or any other substantial change in the assets of the Condominium Corporation;
  - iii) to amend the Condominium Plan relating to the Condominium Corporation as presently registered;
  - iv) to amend the Bylaws of the Condominium Corporation as constituted pursuant to *The Condominium Property Act, 1993* or as presently registered;
  - v) for the appointment of an administrator for the Condominium Corporation;
  - vi) to terminate the condominium status of the land and buildings comprising the condominium property of the Condominium Corporation;
  - vii) to amend the scheme of apportionment of property taxes pursuant to Section 95 of *The Condominium Property Act, 1993*; or
  - viii) to appeal the assessment of the rates, charges or taxes on the units and common property of the Condominium Corporation levied by an assessing authority or to apply for the approval of a new scheme of apportionment for assessment purposes;

- h) there has been no scheme of apportionment of property taxes pursuant to Sections 95 and 96 of *The Condominium Property Act, 1993*;
- i) there has been no re-apportionment of common expense or reserve fund contributions pursuant to Section 26 of the Condominium Property Regulations;
- j) there are no contracts extending beyond one (1) year;
- k) the Purchaser is entitled to the exclusive use of the following portions of the common property: (delete any parts not applicable)
  - i) parking space no. \_\_\_\_\_; rent \$ \_\_\_\_\_ per \_\_\_\_\_
  - ii) storage locker space no. \_\_\_\_\_
  - iii) patio/balcony; and
  - iv) other \_\_\_\_\_