CONSIDERING that the Minister is of the opinion that the measure to extend the suspension period of the application of the definitions of net weight in section 2 of the Regulation respecting road vehicle registration and net mass in section 1 of the Regulation respecting licences, and of section 48 of the Regulation respecting road vehicle registration is in the interest of the public and is not likely to compromise highway safety;

CONSIDERING that the Minister is of the opinion that the prescribed rules applicable when using the suspension still ensure an equivalent level of safety;

CONSIDERING that the Société de l'assurance automobile du Québec has been consulted;

ORDERS AS FOLLOWS:

- **1.** Sections 1 and 2 of Order 2018-12 (2018, *G.O.* 2, 2723) are amended by replacing "2021" by "2023".
- **2.** This Order comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Québec, 14 June 2021

François Bonnardel Minister of Transport

105116

## **M.O.,** 2021-06

# Order number C-73.2-2021-06 of the Minister of Finance dated 11 June 2021

Real Estate Brokerage Act (chapter C-73.2)

CONCERNING the following forms:

- —Promise to purchase Chiefly residential immovable containing less than five dwellings excluding co-ownership;
- Promise to purchase Divided co-ownership
   Fraction of a chiefly residential immovable held in divided co-ownership;
- Promise to purchase Undivided co-ownership
   Share of a chiefly residential immovable held in undivided co-ownership;

- —Promise to purchase Mobile home situated on leased land:
- Promise to purchase Public Curator, and the undivided co-ownership and divided co-ownership annexes.

Considering section 129 of the Real Estate Brokerage Act (chapter C-73.2), which provides that the Minister of Finance determines the brokerage contracts and other acts relating to brokerage transactions that must be evidenced on a mandatory form;

Considering section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions, enacted by section 2 of the Regulation to amend the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (Order in Council 553-2019 dated 5 June 2019), which provides that brokerage contracts and other deeds related to a brokerage transaction evidenced on a form published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under the first paragraph of section 11 of the Regulation respecting contracts and forms (chapter C-73.2, r. 2.1) are deemed to be determined by the Minister of Finance under section 129 of the Real Estate Brokerage Act and the forms that evidence them are deemed to be approved by the Minister under the second paragraph of section 129.1 of the Act;

Considering that the following forms constitute forms referred to in section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions:

- —Promise to purchase Chiefly residential immovable containing less than five dwellings excluding co-ownership;
- Promise to purchase Divided co-ownership Fraction of a chiefly residential immovable held in divided co-ownership;
- Promise to purchase Undivided co-ownership
   Share of a chiefly residential immovable held in undivided co-ownership;
- Promise to purchase Mobile home situated on leased land:

—Promise to purchase – Public Curator, and the undivided co-ownership and divided co-ownership annexes;

Considering the first paragraph of section 129.1 of the Real Estate Brokerage Act, which provides that the Organisme d'autoréglementation du courtage immobilier du Québec prepares the mandatory forms for the contracts and other acts determined by the Minister of Finance under section 129 of the Act;

Considering the second paragraph of section 129.1 of the Act, which provides that the forms so prepared are submitted to the Minister of Finance for approval;

Considering that it is expedient to replace the forms listed above;

Considering that the Organisme d'autoréglementation du courtage immobilier du Québec has amended the forms to introduce special provisions concerning the inspection of an immovable prior to its purchase;

CONSIDERING that it is expedient to approve the new forms;

THEREFORE, the Minister of Finance approves the following forms:

- —Promise to purchase Chiefly residential immovable containing less than five dwellings excluding co-ownership;
- Promise to purchase Divided co-ownership Fraction of a chiefly residential immovable held in divided co-ownership;
- Promise to purchase Undivided co-ownership
   Share of a chiefly residential immovable held in undivided co-ownership;
- Promise to purchase Mobile home situated on leased land;
- Promise to purchase Public Curator, and the undivided co-ownership and divided co-ownership annexes;

attached to this Order, which, as of the publication of this Order in the *Gazette officielle du Québec*, replace those published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions, enacted by section 2

of the Regulation to amend the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (Order in Council 553-2019 dated 5 June 2019).

Québec, 11 June 2021

Eric Girard Minister of Finance



### MANDATORY FORM PROMISE TO PURCHASE

CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS EXCLUDING CO-OWNERSHIP

**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 PARTIE	S			
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER (E.G. MANDATARY)	R 1 AND REPRESENTATIVE, IF APPLICABLE,	NAME, ADDRESS, TELEPHONE NUMBER / RELATIONSHIP TO SELLER (E.G. MANDAT/		
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER RELATIONSHIP TO BUYER (E.G. MANDATARY)	R 2 AND REPRESENTATIVE, IF APPLICABLE,	NAME, ADDRESS, TELEPHONE NUMBER A RELATIONSHIP TO SELLER (E.G. MANDATA	AND EMAIL OF SELLER 2 AND REPRESEN ARY, LIQUIDATOR OF A SUCCESSION OR B	TATIVE, IF APPLICABLE, USINESS CORPORATION)
(hereinafter called "the BUYER").		(hereinafter called "the SELL	ER").	
2. OBJECT OF THE PROMISE TO PU	RCHASE			
2.1 The BUYER hereby promises to p	urchase the immovable described	hereinafter, at the price and	under the conditions state	ed below, through:
			, broker	LICENCE NUMBER
$\square$ carrying on activities within the f	ollowing business corporation:			
representing the following agend	y:		or 🗆 acting o	on his own account.
3. SUMMARY DESCRIPTION OF TH	E IMMOVABLE			
3.1 The immovable, with building erecte	d, if applicable, is designated as fol	lows:		
NUMBER STREET		CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION				
DIMENSIONS	m ft	AREA		☐ m² ☐ ft²
(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 t	he s	igning of the deed of sale.		
4.2		ot subject <b>OR</b> is subject to Goods and Services Taxes and Québec sales taxes in a proportion of%. Consequently, sed 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 the SELLER for this purpose.			
4.3	DEPOSIT – With this promise to purchase, the BUYER remits to the broker referred to	o in c	clause 2.1, as a deposit on the sale price to be paid, a sum of		
			dollars (\$)		
	by cheque payable to the order of "	ICV OF	in trust"		
	(hereinafter called the "TRUSTEE"). Following the acceptance of this promise to purchas who shall deposit it into his trust account until the sum is required by the notary fo applied against the purchase price. As soon as he has deposited that sum into his trust this promise to purchase become null and void, the TRUSTEE shall immediately refund require that the request for a refund be made in writing. Otherwise, the TRUSTEE may or with the law.	or the st ac d the	e purpose of the deed of sale, whereupon that sum shall be count, the TRUSTEE shall give the depositor a receipt. Should edposit to the depositor, without interest. The TRUSTEE may		
5.	METHOD OF PAYMENT	_			
5.1	<b>DEPOSIT</b> – 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	<b>NEW LOAN</b> — 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-				
	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	s po	ssible and at his expense, all steps necessary to obtain a loan		
	of \$ , secured by hypothec; this loan bearing	inte	rest at the current rate, which shall not exceed%		
	per annum (calculated semi-annually and not in advance), shall be calculated according	g to	a maximum amortization plan ofyears, the balance		
	becoming due in a minimum ofyears.				
	In his efforts to obtain such a loan, the BUYER declares that:				
	$\hfill\square$ he is bound to an agency or broker by an exclusive mortgage brokerage contract				
	OR				
	he is not bound to an agency or broker by an exclusive mortgage brokerage contra	ct.			
6.2	UNDERTAKING – The BUYER undertakes to supply to the SELLER, within da undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out 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 an 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.

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.

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.
7.2	The BUYER declares that $\Box$ he is not bound <b>OR</b> $\Box$ 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	<b>DAMAGES</b> – 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
	<b>By initialing this box</b> , 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 following documents:
	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. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
- 3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
- 4. the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party;
- 5. 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.
- 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.

The SELLER shall supply to the BUYER his act of acquisition, as well as a certificate of location describing the current state of the IMMOVABLE, 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. 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 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.
- 10.5 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 remedy to 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 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 his spouse's consent and, where applicable, his spouse's concurrence 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 his spouse's consent. 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 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.

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 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.	(1/15 06/2021)
		VO V

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
	$the \ BUYER \ may \ have \ it \ removed \ at \ the \ SELLER's \ expense. \ If \ the \ SELLER \ vacates \ the \ IMMOVABLE \ before \ that \ date, \ he \ shall \ nevertheless \ remain \ responsible$
	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.
	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 \$
	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
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:
11.0	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 resolutory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

12.	OTHER DECLARATIONS AND CONDITIONS
12.1	
13.	ANNEXES
13.1	The provisions set forth in the Declarations by the seller Annex DS-                 and those set forth in the Annexes identified below form an integral part of this promise to purchase:
	General Annex AG-
	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.
	SELECT SHAIR FERMER this profitise to parentase hall and vota. A counter proposal by the SELECT Shair have the same effect as a relasal.
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.	SI	GI	NΑ	πu	ΙR	ES

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.

**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 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.	<b>INTERVENTION OF SELLER's SPOUSE</b> – 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:
SIGNATURE OF BUYER 1	SIGNATURE OF SELLER'S SPOUSE
Witness	WITNESS
Signed in,	
on, at:	
SIGNATURE OF BUYER 2	
WITNESS	



### **MANDATORY FORM**

PROMISE TO PURCHASE – DIVIDED CO-OWNERSHIP FRACTION OF A CHIEFLY RESIDENTIAL IMMOVABLE HELD IN DIVIDED CO-OWNERSHIP

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 NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND REPRESENTATIVE, IF APPLICABLE, 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) 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 BUYER"). (hereinafter called "the SELLER"). 2. OBJECT OF THE PROMISE TO PURCHASE The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through: carrying on activities within the following business corporation: \_ representing the following agency: \_ \_\_\_ or 

acting on his own account. 3. SUMMARY DESCRIPTION OF THE IMMOVABLE The immovable held in divided co-ownership, is designated as follows: NUMBER STREET ΔΡΔΩΤΜΕΝΤ PROVINCE POSTAL CODE CADASTRAL DESCRIPTION OF PRIVATE PORTIONS OF PARKING SPACE OF STORAGE SPACE □ m<sup>2</sup> □ ft<sup>2</sup>: DIMENSIONS OF PRIVATE PORTIONS AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN and all related rights in common portions: SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS the immovable held in divided co-ownership includes: □ private portion common portion for restricted use parking space(s) number(s) ☐ indoor ☐ outdoor □ other: \_ □ private portion common portion for restricted use \_ storage space(s) number(s)



(hereinafter called "the IMMOVABLE").

☐ other: \_

☐ indoor ☐ outdoor

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 sign	ing of the deed of sale.
4.2	The IMMOVABLE  is not subject OR  is subject to the Goods and Services Tax and the Consequently, any tax that may be imposed as a result of the sale and to be collected by the SEL deed of sale, be remitted by the BUYER to the SELLER for this purpose.	
4.3	<b>DEPOSIT</b> – With this promise to purchase, the BUYER remits to the broker referred to in claus	e 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"). Following the acceptance of this promise to purchase, the who shall deposit it into his trust account until the sum is required by the notary, for the purpos against the purchase price. As soon as he has deposited that sum into his trust account, the TRU to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the derequest for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in	cheque may be certified and shall be given to the TRUSTEE, se of the deed of sale, whereupon that sum shall be applied SISTEE shall give the depositor a receipt. Should this promise positor, without interest. The TRUSTEE may require that the
5.	METHOD OF PAYMENT	
5.1	<b>DEPOSIT</b> – Deposit paid in accordance with clause 4.3 of this promise to purchase:	\$
5.2	<b>ADDITIONAL SUM</b> – 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	<b>NEW LOAN</b> – 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-	\$
5.5	BALANCE OF THE SALE PRICE – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF-	\$
	TOTAL PRICE	
6.	NEW HYPOTHECARY LOAN	
5.1	TERMS AND CONDITIONS – The BUYER undertakes to take in good faith, as soon as possible \$, secured by hypothec; this loan, bearing intere per annum (calculated semi-annually and not in advance), shall be calculated according to a mecoming due in a minimum of years.	st at the current rate, which shall not exceed %
	In his efforts to obtain such a loan, the BUYER declares that:	
	$\hfill \square$ he is bound to an agency or broker by an exclusive mortgage brokerage contract $\hfill$ OR	
	$\hfill \square$ he is not bound to an agency or broker by an exclusive mortgage brokerage contract.	
5.2	UNDERTAKING – The BUYER undertakes to supply to the SELLER, within days follor undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in claus 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 provided for 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 stipulated 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;

ΛR

b) that he renders this promise to purchase null and void.

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

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.	
7.2	The BUYER declares that $\Box$ he is not bound <b>OR</b> $\Box$ 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 publication 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	DAMAGES – 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, including all common portions, inspected by a building inspector or a professional within a period of	
	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.	
	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
).1	This promise to purchase is conditional upon the BUYER's examination 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:
	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. If a true copy of the declaration of co-ownership cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply a copy of the by-law of the immovable certified by the syndicate of co-owners.
	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 expiry of the above 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 time period, he shall be deemed to have waived this condition.
10.	DECLARATIONS AND OBLIGATIONS OF THE SELLER
0.1	The SELLER declares that:
	1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
	2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
	3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
	4. the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party;
	5. 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.
0.2	The SELLER declares $\ \square$ not to have received $\ $ OR $\ \square$ to have received a notice of special assessment from the syndicate of co-owners.
0.3	The SELLER declares $\square$ not to have received OR $\square$ to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

- 10.4 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.
- 10.5 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.

The SELLER shall supply to the BUYER his act of acquisition as well as a certificate of location describing 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. 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.

- 10.6 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.
- 10.7 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 remedy to 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, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

- 10.8 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 his spouse's consent and, where applicable, his spouse's concurrence 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 his spouse's consent. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.9 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.
- 10.10 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 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
	BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible 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.



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 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

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 to sell 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 resolutory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:			
12. 12.1	OTHER DECLARATIONS AND CONDITIONS			
12.1				

12.	OTHER DECLARATIONS AND CONDITIONS (CONT'D)
172.1	OTHER DESERVATIONS AND COMPITIONS (COMP D)
13.	ANNEXES
3.1	The provisions set forth in the Annex Declarations by the seller DS and those set forth in the Annexes identified below form an integral part of this promise to purchase:
	General Annex AG-
	Request for information to the syndicate of co-owners RIS-
14	CONDITIONS OF ACCEPTANCE
	CONDITION OF ACCE. IAMEE
4.1	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
5.1	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.
5.2	This contract and the performance thereof are governed by the laws of Québec.

16.	SIGNATURES

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

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

	The SELLERthis
	promise to purchase or submits counter-proposal CP-
Signed in,	Signed in,
on, at:	on
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 all legal purposes.
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	



### **MANDATORY FORM**

PROMISE TO PURCHASE—UNDIVIDED CO-OWNERSHIP
SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN UNDIVIDED CO-OWNERSHIP

**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	
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)	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 BUYER").	(hereinafter called "the SELLER").
2.1 The BUYER hereby promises to purchase the immovable described herein	, broker LICENCE NILMER
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 d	lesignated as follows:
NUMBER STREET With exclusive use of:	CITY PROVINCE POSTAL CODE
(E.G. ADDRESS, APARTMEN	IT 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	$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$
AREA OF SHARE GROSS NET AS PER CERTIFICATE OF LOCATION	
(hereinafter called "the IMMOVABLE").	
The OACIO publishes forms as part of its public protection mission	

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 si	gning of the deed of sale.		
4.2	The IMMOVABLE ☐ is not subject <b>OR</b> ☐ is subject to the Goods and Services Tax and the	ne 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 deed of sale, be remitted by the BUYER to the SELLER for this purpose.	e SELLER, under applicable tax laws shall, upon the signing of		
4.3	DEPOSIT – With this promise to purchase, the BUYER remits to the broker referred to in o	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"). Following the acceptance of this promise to purchase, the who shall deposit it into his trust account until the sum is required by the notary, for the pur against the purchase price. As soon as he has deposited that sum into his trust account, the to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only	he cheque may be certified and shall be given to the TRUSTEE, pose of the deed of sale, whereupon that sum shall be applied IRUSTEE shall give the depositor a receipt. Should this promise depositor, without interest. The TRUSTEE may require that the		
5.	METHOD OF PAYMENT			
5.1	<b>DEPOSIT</b> – 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	<b>NEW LOAN</b> – 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-	\$		
5.5	BALANCE OF THE SALE PRICE – The BUYER shall pay to the SELLER, in accordance			
	with Financing Annex AF	\$		
	TOTAL PR	ICE \$		
6.	NEW HYPOTHECARY LOAN			
6.1	TERMS AND CONDITIONS – The BUYER undertakes to take in good faith, as soon as poss \$, secured by hypothec with the following fi			
	this loan, bearing interest at the current rate, which shall not exceed % per at			
	calculated according to a maximum amortization plan of			
	In his efforts to obtain such a loan, the BUYER declares that:			
	☐ he is bound to an agency or broker by an exclusive mortgage brokerage contract			
	<b>OR</b> ☐ he is not bound to an agency or broker by an exclusive mortgage brokerage contract.			
6.2	UNDERTAKING – The BUYER undertakes to supply to the SELLER, within days fundertaking by a hypothecary lender to grant the BUYER a loan in the amount 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

	6.1 or higher.	
	Upon expiry of the period stipulated in this clause, this promise to purchase shall become null and void.	
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.	
7.2	The BUYER declares that $\Box$ he is not bound <b>OR</b> $\Box$ 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 publication 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	7.6 DAMAGES – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate dire 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 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	or a professional within a period of days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from the other undivided co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the immovable held in co-ownership 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.  OR  By initialing this box, the BUYER acknowledges having been informed of his right to have the immovable held in co-ownership 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 of the following documents:	
	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 expiry of the above 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 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. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
- he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
- the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party, excluding the other undivided co-owners;

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 co-ownership a written waiver of their pre-empting right or their right of redemption and to submit it to the BUYER within days following acceptance of this promise to purchas 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 the 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 redempting 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;

- 6. the IMMOVABLE is not an immovable referred to in article 1785 of the Civil Code of Quebec, 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.
- 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.

The SELLER shall supply to the BUYER his act of acquisition, as well as a certificate of location describing the current state of the immovable held in co-ownership, 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. 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 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.
- 10.5 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 remedy to 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 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 time period stipulated, 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 his spouse's consent and, where applicable, his spouse's concurrence 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 his spouse's consent. 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 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.

11.	DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER
11.1	
	notary, on or before 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. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible 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.
	There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically. Any claim arising from a decision adopted by the 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 \$





1.4	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 set out in the brokerage contract to sell 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.
4 -	
1.5	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.
1.6	EXCLUSIONS – Excluded from the sale are the following items:
1.7	Service and leasing contracts on appliances and equipment to be assumed by the BUYER:
1.8	Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:
12.	OTHER DECLARATIONS AND CONDITIONS
2.1	

12.	OTHER DECLARATIONS AND CONDITIONS (CONTINUED)
2.1	
13.	ANNEXES
3.1	The provisions set forth in the Annex Declarations by the seller 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
4.1	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
	DATE    Solid Control of the Control
	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 deadine, 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
5.1	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.
5.2	This contract and the performance thereof are governed by the laws of Québec.
	000

16.	SIGNATURES

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.

**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 or submits counter-proposal CP-
igned in,	Signed in,
n, at:	on, at
IGNATURE OF BUYER 1	SIGNATURE OF SELLER 1
VITNESS	WITNESS
igned in,	Signed in,
n, at:	on, at:
IGNATURE OF BUYER 2	SIGNATURE OF SELLER 2
VITNESS	WITNESS
ACKNOWLEDGEMENT OF RECEIPT — The BUYER acknowledges having eceived 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 all legal purposes.
igned in,	Signed in,
n, at:	on, at:
IGNATURE OF BUYER 1	SIGNATURE OF SELLER'S SPOUSE
JITNESS	WITNESS
igned in	
n, at:	
IGNATURE OF BUYER 2	
/ITNESS	



# MANDATORY FORM PROMISE TO PURCHASE MOBILE HOME SITUATED ON LEASED LAND

1. IDENTIFICATION OF THE PARTIES	
	_
	<del>-</del>
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND REPRESENTATIVE, IF APPLICABLE RELATIONSHIP TO BUYER (E.G. MANDATARY)	E, 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 APPLICABL RELATIONSHIP TO BUYER (E.G. MANDATARY)	LE, 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 BUYER").	(hereinafter called "the SELLER").
and under the conditions stated below, through:	mobile home placed on a chassis, with or without a permanent foundation, at the price
$\hfill \square$ carrying on activities within the following business corporation	
☐ representing the following agency:	or acting on his own account.
3. SUMMARY DESCRIPTION OF THE MOBILE HOME	
3.1 The mobile home is described as follows:	
Brand:	Serial number:
Year:	Dimensions (no attachment):
Area:	
(hereinafter referred to as "MOBILE HOME").	
It is located on a leased land owned by	and described as follows:
LOCATION NUMBER STREET	CITY PROVINCE POSTAL CODE
CADASTRAL DESCRIPTION	
DIMENSIONS	$\begin{array}{c c} \hline \text{If} & \hline & m^2 & \hline \text{ft}^2 \\ \hline \text{Area} & \hline \end{array}$
(hereinafter referred to as "LAND").	

4.	PRICE AND DEPOSIT				
4.1	PRICE – The purchase price shall be				
	(\$) which the BUYER agrees to pay in full upon the signing of the deed of sale.				
4.2	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				
	by cheque payable to the order of "	in trust"			
	(hereinafter called the "TRUSTEE"). Following the acceptance of this promise to purchase, the cf who shall deposit it into his trust account until the sum is required by the notary for the purpose against the purchase price. As soon as he has deposited that sum into his trust account, the TRUS to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the deporequest for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in a	neque may be certified and shall be given to the TRUSTEE, of the deed of sale, whereupon that sum shall be applied TEE shall give the depositor a receipt. Should this promise sistor, without interest. The TRUSTEE may require that the			
5.	METHOD OF PAYMENT				
5.1	<b>DEPOSIT</b> – 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	<b>NEW LOAN</b> — 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-  loans, of which the overall balance is approximately:	s			
5.5	BALANCE OF THE SALE PRICE – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF-	\$			
	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 an immovable hypothec or a movable hypothec without delivery at the creditor's request; this				
	loan bearing interest at the current rate, which shall not exceed % per annum (calculated semi-annually and not in advance), shall be calcu-				
	lated 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 to an agency or broker by an exclusive mortgage brokerage contract  OR				
	$\hfill \square$ he is not bound to an agency or broker by an exclusive mortgage brokerage contract.				
6.2	UNDERTAKING – The BUYER undertakes to supply to the SELLER, within days follow undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 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 an 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.

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.

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 MOBILE HOME, on, and declares that he is satisfied therewith.
7.2	The BUYER declares that $\Box$ he is not bound <b>OR</b> $\Box$ 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, if applicable, and of the copies required shall be at the BUYER's expense.
7.4	Transfer duties owed following the signing of the deed of sale, if applicable, 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	DAMAGES – In the event that no deed of sale is signed for the MOBILE HOME 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 MOBILE HOME inspected by a building inspector or a professional
	within a period of days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the MOBILE HOME 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 abovementioned 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.
	OR
	By initialing this box, the BUYER acknowledges having been informed of his right to have the MOBILE HOME 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 LAND lease, the by-laws of the mobile home park and the following documents:

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

The form Declarations by the Seller of the Immovable is to be used to supplement this form.

#### 10.1 The SELLER declares that:

- 1. he is the sole owner of the MOBILE HOME and the sole lessee of the LAND or is duly authorized to sign this promise to purchase;
- 2. where applicable, his spouse consents to and concurs in this promise to purchase and will intervene in the deed of sale;
- 3. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
- that the MOBILE HOME is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party and that the LAND is not the subject of an agreement to sublease it.
- 10.2 DELIVERY OF THE MOBILE HOME The SELLER promises to sell the MOBILE HOME to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the MOBILE HOME 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 MOBILE HOME shall be sold free of any real rights or other charges. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law affecting the MOBILE HOME and that are exceptions to the ordinary law of ownership.
  - The SELLER shall supply to the BUYER his act of acquisition and any other title he has in his possession.
- 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 MOBILE HOME 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.
- 10.5 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 remedy to 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 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 the MOBILE HOME is used as a family residence by the SELLER and the leased LAND is the site on which the home is established, or if required by his marital status, the SELLER shall 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 the latter spouse to intervene for the same purposes in the notarial deed of sale, and, if applicable, a copy of the judgment authorizing him to assign his lease or to terminate it without his spouse's consent and concurrence. Failing that, the BUYER may, by giving written notice to the SELLER to this effect, render this promise to purchase null and void.
- 10.7 NOTICE TO THE LESSOR OF THE LAND The SELLER undertakes to notify the lessor of the LAND, immediately after acceptance of this promise, of the sale of the MOBILE HOME, in accordance with Section 1998 of the Civil Code of Québec.
- 10.8 DAMAGES In the event that, through the SELLER's fault, no deed of sale is signed for the MOBILE HOME, 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.

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If applicable, the BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the informal 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 MOBILE HOME available for occupancy by the BUYER as of at	11.	DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER
If applicable, the BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the informat contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.  1.2 OCCUPANCY OF PREMISES – The SELLER undertakes to render the MOBILE HOME available for occupancy by the BUYER as of	11.1	<b>DEED OF SALE</b> – The BUYER and the SELLER undertake to sign, if applicable, a deed of sale before,
If applicable, the BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the informational on 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 MOBILE HOME available for occupancy by the BUYER as of		notary, on or before The BUYER shall be the owner upon the signing of the deed of sale.
at and to leave it fere of any property not included in this promise to purchase or not assumed by the BUYER, falling which BUYER may have it removed at the SELLER's expense. If the SELLER vacates the MOBILE HOME before that date, he shall nevertheless remain respons for keeping the MOBILE HOME 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 incore expenses relating to the MOBILE HOME shall be made:  as of the date of signing of the deed of sale, and signing of the deed of sale, and adjustment in regard of this occupancy shall be made at the sign of the deed of sale, acroading of sale, acroading of sale, acroading to the following calculation: the SELLER shall papy an amount equivalent to \$		If applicable, the BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information
or expenses relating to the MOBILE HONE shall be made:    as of the date of signing of the deed of sale;   OR   as of the date of occupancy.   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 sign of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$		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 MOBILE HOME before that date, he shall nevertheless remain responsible
OR    as of the date of occupancy. 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 sign of the deed of sale, acroid of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupa of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed 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 — If applicable, the BUYER and the SELLER irrevocably instruct the acroid to pay directly to		or expenses relating to the MOBILE HOME shall be made:
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 sign of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to 5		
of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$\frac{1}{2}\$ 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 occupa of the premises during that period. In such event, heading, electricity and general maintenance costs relating to the premises occupied shall be assumed 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 – If applicable, the BUYER and the SELLER irrevocably instruct the accountary to pay directly to		$\ \square$ as of the date of occupancy.
of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed 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 — If applicable, the BUYER and the SELLER irrevocably instruct the accordary to pay directly to		
notary to pay directly to		of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by
to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. U 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  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 MOBILE HOM  11.6 EXCLUSIONS – Excluded from the sale are the following items:    11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:    1° For the leasing of the LAND   a) the rent requested for the LAND on which the MOBILE HOME is located is:    dollars (\$		notary to pay directly to, agency
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 MOBILE HOM  11.6 EXCLUSIONS – Excluded from the sale are the following items:  11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:  1° For the leasing of the LAND  a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$		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.
11.6 EXCLUSIONS — Excluded from the sale are the following items:	11.5	INCLUSIONS – Included in the sale are the following items:
11.6 EXCLUSIONS – Excluded from the sale are the following items:    11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:  1° For the leasing of the LAND  a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$		
11.6 EXCLUSIONS — Excluded from the sale are the following items:		
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11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:  1° For the leasing of the LAND  a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$		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 MOBILE HOME.
1° For the leasing of the LAND  a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$	11.6	EXCLUSIONS – Excluded from the sale are the following items:
1° For the leasing of the LAND  a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$		
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a) the rent requested for the LAND on which the MOBILE HOME is located is:  dollars (\$	11.7	Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:
dollars (\$		
dollars (\$) for the full term of		
		dollars (\$) for the full term of the

b	) Lease term of LAND:
c	) Inclusions provided for in the lease:
-	
-	
_	
d	d) Exclusions provided for in the lease:
_	
_	
_	
-	
-	
е	e) Indicate below, service charges or taxes that shall be borne by the buyer concerning the LAND (snow removal contract, water tax, etc.):
-	
-	
_	
_	
2	2° For appliances and equipment:
_	
-	
-	
-	
l1	tems covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutory clause, or lea contract, and obligations of the SELLER to be assumed by the BUYER:
_	
_	
-	
-	
C	OTHER DECLARATIONS AND CONDITIONS
_	
_	

2.	OTHER DECLARATIONS AND CONDITIONS (CONTINUED)
3.	ANNEXES
	The provisions set forth in the Declarations by the seller Annex DS-
J. I	part of this promise to purchase, with any modification that the circumstances require:
	General Annex AG-           Residential immovable Annex AR-           Financing Annex AF-
	Other(s):
	The term "IMMOVABLE" used in these annexes shall not be interpreted as qualifying the MOBILE HOME.
4.	CONDITIONS OF ACCEPTANCE
4.1	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
	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
	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.
5.2	This contract and the performance thereof are governed by the laws of Québec.
	This contact that the performance alcreof the governed by the fairs of quebec.
	3

16.	SIGNATURES

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.

**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 SELLERthi
	promise 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 all legal purposes.
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	



### MANDATORY FORM

### **PROMISE TO PURCHASE** – PUBLIC CURATOR

In collaboration with: Curateur public Québec & &

NOTE - This form must be used for the purchase of a residential immovable whose administration is entrusted to a Public Curator. 1. IDENTIFICATION OF THE PARTIES The PUBLIC CURATOR in his capacity as FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED Having mandated, by delegation, for the purposes of selling the immovable: FIRST NAME AND LAST NAME OF THE PUBLIC CURATOR'S REPRESENTATIVE MANDATED TO PROCEED WITH THE SALE NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY) 600, boulevard René-Lévesque Ouest Montréal (Québec) H3B 4W9 TELEPHONE NUMBER AND EMAIL 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) (Hereinafter called "the BUYER") (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: LICENCE NUMBER carrying on activities within the following business corporation \_ □ representing the following agency \_ acting on his own account. 3. SUMMARY DESCRIPTION OF THE IMMOVABLE 3.1 The immovable is held in divided co-ownership and described in clause ADC2 of Annex ADC-☐ The immovable is held in undivided co-ownership and described in clause AUC2 of Annex AUC- $\ \square$  The immovable, with building erected, if applicable, is designated as follows:



NUMBE	ER STREET		CITY		PROVINCE	POSTAL CO	ODE
CADAS	STRAL DESCRIPTION						
ΔΡΡΚΟ	IXIMATE DIMENSIONS	□ m	☐ ft	APPROXIMATE AREA		☐ m²	☐ ft²
AIT NO.	AMMATE DIMENSIONS			ALTIOAIMATE AILEA			
	By initialing this box, th certificate of location prepared		the area	and dimensions specifi	ied herein are approximate but car	ı be checked a	gainst a
		(hereinaf	fter calle	d "the IMMOVABLE")			
4.	PRICE AND DEPOSIT (PLUS TA	XES, IF APPLICABLE)					
4.1	PRICE – The purchase price shall be	oe				d-	lollars
(\$	),	which the BUYER agrees to p	ay in full	upon the signing of the	deed of sale.		
4.2	1	ials, the BUYER acknowledgenis own verifications, at his or		•	bject to the Goods and Services Tax	x and the Québ	ec Sales
4.3	DEPOSIT – As required by the SE				to the ex officio Public Curator, as dollars (\$		
	senting ten per cent (10%) of the						
	(FIRST NAME AND LAST NA	.ME OF THE PERSON REPRESENTED)		"			
	The receipt of this deposit by the e	x officio Public Curator does	not cons	titute an acceptance of	the promise to purchase.		
	In the event the signing of the deer voluntarily prevents its conclusion.				ecause the BUYER voluntarily block ges.	s the sale or ot	herwise
	In other cases, should the promise indemnity. The SELLER may require				ely refund the deposit to the depos	itor, without int	terest or
5.	METHOD OF PAYMENT						
5.1	<b>DEPOSIT</b> – Deposit paid in accorda	ance with clause 4.3 of this pr	omise to	purchase:	\$		
5.2	ADDITIONAL SUM – Within the						
	or shall cause to be paid, to the act	ing notary, in trust, an addition	onal sum:		\$		
5.3	<b>NEW LOAN</b> – Within the deadline paid to the notary, in trust, a sum of						
	new hypothecary loan in accordance		to be ob	tuned in the form of t	\$		
				TOTAL PRICE	\$		
6.	NEW HYPOTHECARY LOAN						
6.1	TERMS AND CONDITIONS – The	BUYER undertakes to take in	n good fa	ith, as soon as possible	and at his expense, all steps necess	sary to obtain a	a loan of
	\$	, secured by hypothec; t	his loan	bearing interest at the cu	urrent rate, which shall not exceed _	% рег	r annum
			ted acco	ding to a maximum am	ortization plan of years,	the balance be	ecoming
	due in a minimum of ye	ars.					
							į

In hi	s etto	rts to obtain such a loan, the BUYER declares that:		
		he is bound to an agency or broker by an exclusive mortgage brokerage contract		
	OR			
		he is not bound to an agency or broker by an exclusive mortgage brokerage contract.		
6.2	2 UNDERTAKING – The BUYER undertakes to supply to the SELLER, within days following acceptance of this promise to purchase, a copy of t 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 th period shall have the effect of fully satisfying the conditions set out in clause 6.1.			
6.3	ABSENCE OF UNDERTAKING – The immovable is held in undivided co-ownership. This clause is replaced by clause AUC6 of Annex AUC			
	OR			
		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 stipulated 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.		
		re the SELLER does not avail himself of the provisions of paragraphs (a) or (b) above within the time period stipulated, this promise to purchase shall me null and void.		
7.	DEC	LARATIONS AND OBLIGATIONS OF THE BUYER		
7.1		ect to clause 8.1 and unless stipulated otherwise in clause 11.6, the BUYER has visited the IMMOVABLE, on, declares that he is satisfied therewith.		
7.2	The BUYER declares that  he is not bound			
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	Tran	sfer 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	the	<b>IAGES</b> – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER undertakes to compensate directly agency or the broker, bound to the SELLER by a brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the uncertain that the SELLER would otherwise have had to pay.		
8.	INS	PECTION 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	□ OR	The immovable is held in divided co-ownership. The inspection terms are set out in clause ADC3 of Annex ADC -		
	□ OR	The immovable is held in undivided co-ownership. The inspection terms are set out in clause AUC3 of Annex AUC-		
		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. 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 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.	DECLARATIONS AND OBLIGATIONS OF THE SELLER	
the r	ly declarations of the SELLER, without giving any guarantee, are those relating to existing hypothecs and charges, to the registration and cancellation of tice disclosing his capacity as an administrator and to the place of residence of the person he represents within the meaning of the <i>Income Tax Act</i> and <i>xation Act</i> .	
9.1	<b>DELIVERY OF THE IMMOVABLE</b> – The SELLER promises to sell the IMMOVABLE to the BUYER and, subject to the following, undertakes to deliver the MMOVABLE in the condition in which it was when the BUYER visited it.	
	n the event of a disaster or substantial damage to the immovable, the SELLER undertakes to notify the BUYER in writing. The BUYER may, within a period of thirty (30) days following receipt of a written notice from the SELLER, notify the SELLER in writing that he wishes to make his promise to purchase null and void or amend it.	
	should the BUYER fail to notify the SELLER within the time period and in the manner specified above, this promise to purchase will continue under the same terms and conditions.	
9.2	OWNERSHIP DOCUMENTS – The SELLER shall supply the BUYER with the ownership titles and documents in his possession relating to the condition of he immovable, such as its structure, foundation, roof or attesting that work was carried out to preserve the immovable, excluding maintenance work.	
	Unless they are already in his possession, no certificate of location, search certificate or technical description will be provided to the BUYER. The SELLER is the measurements or the location of the IMMOVABLE.	
9.3	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.	
9.4	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 ownership titles or the compliance of the immovable with the laws and regulations in force, the SELLER shall, within twenty-one (21) days ollowing receipt of a written notice to that effect, notify the BUYER, in writing, that he will remedy that defect or irregularity at his expense or that he will not 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 collowing the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing, that he is purchasing with the alleged defects or irregularities.	
	should the BUYER fail to notify the SELLER within the above time period, the 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.	
9.5	NTERVENTION OF SPOUSE – The declaration of civil status of the person represented by the Public Curator is made to the best of his knowledge.	
	f a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER undertakes to obtain, prior o the sale, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without his spouse's consent and concurrence.	
9.6	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 equa to the remuneration that the BUYER would otherwise have had to pay. No damages will be payable if the Public Curator loses jurisdiction before the sale or if a judicial authorization is not granted by the court.	
9.7	OTHER DECLARATIONS BY THE SELLER	
	☐ The immovable is held in divided co-ownership. The declarations set out in this promise to purchase are supplemented in clause ADC4	
	of annex ADC-           .	
	The immovable is held in undivided co-ownership. The declarations set out in this promise to purchase are supplemented in clause AUC4	

of annex AUC-

, notary, on or before The BUYER shall be	· une
owner upon the signing of the deed of sale.	
	this
	d of
	ome
The immovable is held in divided co-ownership. This clause is supplemented in clause ADC5 of annex ADC-	
The immovable is held in undivided co-ownership. This clause is supplemented in clause AUC5 of annex AUC-	
directly to, agency or broker of the SELLER, the remuneration amount set ou the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim 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 p	ut in and
NCLUSIONS – Included in the sale are the following items:	
which are sold without legal warranty of quality, at the buyer's own risk.	
:XCLUSIONS — Excluded from the sale are the following items:	
Service and leasing contracts on appliances and equipment to be assumed by the BUYER, to the best of the SELLER's knowledge:	
	_
	_
TT f f f f f f f f f f f f f f f f f f	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 form and the annexes thereto, including any related document, within the deadline indicated by the notary.  OCCUPANCY OF PREMISES – The SELLER undertakes to render the immovable available for occupancy by the BUYER upon the signing of the deed sale, on

10.8	Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sales contract with resolutory clause or leasing contract, and obligations of the SELLER to be assumed by the BUYER, to the best of the SELLER's knowledge:			
11.	OTHER DECLARATIONS AND CONDITIONS			
11.1	This sale is made without any legal warranty, at the BUYER's own risk.			
11.2	Where applicable, the BUYER undertakes to respect the existing leases. The SELLER undertakes to subrogate the BUYER in all his rights over these leases.			
11.3	Any promise to purchase conditional upon the sale of the BUYER's immovable will be deemed null and void.			
11.4	Any other person who consents to the sale under section 34 of the <i>Public Curator Act</i> undertakes to intervene in the notarial deed of sale or authorizes a statement to be included in the deed of sale to the effect that he has signed this promise to purchase.			
11.5	Where applicable, this promise to purchase is conditional upon obtaining a judicial authorization or the consent of a significant person under section 34 of the <i>Public Curator Act</i> .			
11.6				

12.	ANNEXES	
12.1	The provisions set forth in the annexes identified below form an integral pa	art of this promise to purchase:
	General Annex AG-	nnex AR-
	Divided co-ownership Annex ADC-	ownership Annex AUC-
	Other(s):	
13.	CONDITIONS OF ACCEPTANCE	
13.1	The BUYER and the SELLER declare that their consent is not the re	esult of any representation or condition not contained herein. The BUYER
	is irrevocably committed until:, on	
	proper and full execution. If the SELLER does not accept it, within this d	all constitute a contract that is legally binding on the BUYER and the SELLER until eadline, this promise to purchase shall become null and void. A refusal by the nter-proposal by the SELLER shall have the same effect as a refusal.
14.	INTERPRETATION	
14.1	Unless the context dictates otherwise, the masculine form includes the fe vice versa.	minine and neutral forms and vice versa, and the singular includes the plural and
14.2	This contract and the performance thereof are governed by the laws of Q	tuébec.
15.	SIGNATURES	
this p	ER — The BUYER acknowledges having read, understood and agreed to romise to purchase, including any annexes thereto, and having received slicate thereof.	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 or submits a counter-proposal CPCP-
Signe	d in,	Signedin
on	, at:	on, at:
SIGNAT	TURE OF BUYER 1	SIGNATURE OF SELLER 1
WITNES	ss	
Signe	d in	Signed in,
on	, at:	on, at:
SIGNAT	URE OF BUYER 2	SIGNATURE OF SELLER 2
WITNES	SS	



INTERVENTION OF SELLER'S SPOUSE – The undersigned declares to be

ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having

received a copy of the SELLER'S reply.	the spouse of the SELLEK, 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:		
SIGNATURE OF BUYER 1	SIGNATURE OF THE SELLER'S SPOUSE		
WITNESS			
Signedin	CONSENT – I, the undersigned,		
on, at:	in my capacity as		
SIGNATURE OF BUYER 2	in		
WITNESS	consent in accordance with section 34 of the <i>Public Curator Act</i> to the alienation of the IMMOVABLE described in section 3 for consideration and under to the conditions set forth in this promise to purchase.    I undertake to intervene in the notarial deed of sale for all legal purposes;  OR   I consent to having a statement included in the deed of sale to the effect that I have signed this promise to purchase.		
	AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE PUBLIC CURATOR ACT  Signed in		



## **MANDATORY FORM**

**ANNEX – UNDIVIDED CO-OWNERSHIP** 



AUG	C1. REFERENCE TO PRINCIPAL FORM
In the	e case of an undivided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in
the P	PC form -         and form an integral part thereof.
AUG	C2. SUMMARY DESCRIPTION OF THE IMMOVABLE
The c	clause 3.1 of the form identified in section AUC1 is replaced by the following:
3.1	A% share of the immovable held in undivided co-ownership is designated as follows:
NUMBER	R STREET APT. CITY PROVINCE POSTAL CODE
With 6	exclusive use of:
-	(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)
and in	cluding: parking space(s), number(s) storage space(s), number(s)
allu III	countryparking space(s), number(s)
CADASTI	RAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP
A DDDOV	m   ft   mrte dimensions of immovable held in co-ownership   mprovided   mpr
APPROXI	IMATE DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP  APPROXIMATE AREA OF IMMOVABLE HELD IN CO-OWNERSHIP $\square m^2 \square ft^2$
AREA OF	
	By initialing this box, the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.
	(hereinafter called "the IMMOVABLE")
AUG	C3. 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.
The c	lause 8.1 of the form identified in section AUC1 is replaced by the following:
1	☐ This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE held in co-ownership inspected by a building inspector or a professional within a period of
OR	



building insp	g this box, the BUYER ackr pector or a professional and the risks of waiving an insp	having waived his right to			
AUC4. OTHER DEC	LARATIONS BY THE SEL	LER			
addition to the declarate	tions made in section 9 of tl	he form identified in section	AUC1. the SELLER shall ac	ld. to the best of his knowle	edge that:
e undivided co-owners:					,
☐ have the follow	ing pre-emptive right, if app	olicable (indicate time perio	d and terms):		
redemption right an that period shall ha	dertakes to obtain from the Id to submit it to the BUYER we the effect of fully satisfy hall cause the promise to pu	R within days foll ing this condition. Failure o	owing acceptance of this p n the part of the SELLER to	romise to purchase. Receip	t of such a waiver within
	eir pre-emptive right or, in the ion 1022 of the Civil Code o				
The SELLER shall pro	ovide proof thereof to the B	UYER within five (5) days fo	llowing acceptance of this	promise to purchase.	
AUC5. DECLARATI	ONS AND OBLIGATIONS	COMMON TO THE BUY	ER AND THE SELLER		
e clause 10.3 of the	e form identified in sec	tion AUC1 is suppleme	nted by the following:	:	
	IG TO THE CONTINGENCY nd. There will be adjustmen				g to the contingency fund
AUC6. NEW HYPO	THECARY LOAN				
e clause 6.3 of the	form identified in sect	ion AUC1 is replaced by	y the following:		
	KING — In the absence of p 2, require that the BUYER p				
oon expiry of the period	mentioned in this clause, t	his promise to purchase sha	ll become null and void.		
AUC7. INITIALS (A	LL COPIES MUST BE INI	TIALLED)			
BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	AUTHORIZED PERSON (SECTION 34 PCA)
					(1003)



### **MANDATORY FORM**

### **ANNEX – DIVIDED CO-OWNERSHIP**

In collaboration with: Curateur public Québec & ...

ADC1. REFERENCE TO PRINCIPAL FORM			
In the case of a divided co-ownership, the following	lowing clauses supplement o	r replace, as indicated herein, those set for	th in
the PPC form- and form an	integral part thereof.		
ADC2. SUMMARY DESCRIPTION OF THE IM	MOVABLE		
The clause 3.1 of the form identified in section	un ADC1 is vanioused by the f	- Hawing.	
		mowing.	
<b>3.1</b> The immovable held in divided co-ownership is	designated as follows:		
NUMBER STREET	APT. CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION OF PRIVATE PORTIONS	OF PARKING SPACE	OF STORAGE SPA	CE
	□ m □ ft		$\square$ m <sup>2</sup> $\square$ ft <sup>2</sup>
APPROXIMATE DIMENSIONS OF PRIVATE PORTIONS	APPROXIMA	TE AREA OF PRIVATE PORTIONS	
and all related rights in common portions:			
			;
SHARE OF COMMON PORTIONS	CADASTRAL DESCRIPTION OF COMMO	N PORTIONS	
The immovable held in divided co-ownership includes:			
parking space(s), number(s)		☐ common portion for restricted use	
parking space(s), number(s)		·	
	other:	lindoor lou	tdoor
storage space(s), number(s)	private portion	common portion for restricted use	
	other:	indoor 🗆 ou	tdoor
Ry initialing this how the RUYER acknow	owledges that the area and dime	nsions specified herein are approximate but can be	chacked against a
certificate of location prepared at his own		isions specified herein are approximate but can be	checked against a
	// . 6. // /// // // //	TOWARIE!!	
	(hereinafter called "the IMN	OVABLE")	
ADC3. INSPECTION BY A PERSON CHOSEN I	3Y THE BUYER		
WARNING: A PROMISE TO PURCHASE WITI WHEN THE BUILDING IS TO BE REPLACED O		APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES,	FOR EXAMPLE
WHEN THE BOILDING IS TO BE KEI EACED O	N 3003TANTIALLI NENOVATED.		
The clause 8.1 of the form identified in section	on ADC1 is replaced by the f	ollowing:	
8.1  This promise to purchase is conditional upon t	the BUYER being permitted to have	e the IMMOVABLE, including common portions, insp	ected by a building
inspector or a professional within a period of days following acceptance of this promise to purchase, and the SELLER undertakes to coopera to obtain all required authorizations from the syndicate of co-owners or the co-owners to achieve this. Should this inspection reveal the existence of a fa			takes to cooperate
		ners to achieve this. Should this inspection reveal the reduce the income generated thereby or increase the	
thereto, the BUYER shall notify the SELLER, in w	riting, and shall give him a copy o	of the inspection report within four (4) days following	g the expiry of the
apove-mentioned time period. This promise to pi	archase shall become hull and voi	d upon receipt, by the SELLER, of this notification to	getner with a copy

waived this condition.

	By initialing this box, the BUYER acknowledges having been informed of his right to have the inMMOVABLE, 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.			
ADC4.	OTHER DECLARATIONS BY THE SELLER			
In additio	n to the declarations made in section 9 of the form identified in section ADC1, the SELLER shall add, to the best of his knowledge:			
a)	$\square$ not to have received <b>OR</b> $\square$ to have received a notice of special assessment from the syndicate of co-owners.			
b)	□ not to have received <b>OR</b> □ to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.			
c)	Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, 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.			
ADC5.	DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER			
The clau	se 10.3 of the form identified in section ADC1 is supplemented by the following:			
	IENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND AND SYNDICATE'S CLAIM — There will be no adjustment of the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically.			
	cate's claim 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 oved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.			
ADC6.	INITIALS (ALL COPIES MUST BE INITIALLED)			
BUY	ER 1 BUYER 2 WITNESS SELLER 1 SELLER 2 AUTHORIZED PERSON (SECTION 34 PCA)			