

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*

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**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 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. OBJECT OF THE PROMISE TO PURCHASE**

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

\_\_\_\_\_, broker 

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, LICENCE NUMBER

carrying on activities within the following business corporation: \_\_\_\_\_

representing the following agency: \_\_\_\_\_ or  acting on his own account.

**3. SUMMARY DESCRIPTION OF THE IMMOVABLE**

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

NUMBER \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

CADASTRAL DESCRIPTION \_\_\_\_\_

DIMENSIONS \_\_\_\_\_  m  ft AREA \_\_\_\_\_  m<sup>2</sup>  ft<sup>2</sup>

(hereinafter called "the IMMOVABLE").

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

- 4.1 PRICE** – The purchase price shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which the BUYER agrees to pay in full upon the signing of the deed of sale.
- 4.2** The IMMOVABLE  is not subject OR  is subject to Goods and Services Taxes and Québec sales taxes in a proportion of \_\_\_\_\_%. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the BUYER to the SELLER for this purpose.
- 4.3 DEPOSIT** – With this promise to purchase, the BUYER remits to the broker referred to in clause 2.1, as a deposit on the sale price to be paid, a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) by cheque payable to the order of " \_\_\_\_\_ in trust" (hereinafter called the "TRUSTEE"). Following the acceptance of this promise to purchase, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into his trust account until the sum is required by the notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as he has deposited that sum into his trust account, the TRUSTEE shall give the depositor a receipt. Should this promise to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE may require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to purchase or with the law.

**5. METHOD OF PAYMENT**

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

**6. NEW HYPOTHECARY LOAN**

- 6.1 TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ \_\_\_\_\_, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed \_\_\_\_\_% per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of \_\_\_\_\_ years, the balance becoming due in a minimum of \_\_\_\_\_ years.
- In his efforts to obtain such a loan, the BUYER declares that:
- he is bound 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 UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within \_\_\_\_\_ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

- 6.3 ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:
- a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for 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 \_\_\_\_\_ DATE and declares that he is satisfied therewith.
- 7.2 The BUYER declares that  he is not bound **OR**  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3 The costs of the deed of sale, of its registration and of the copies required shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **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 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.

**OR**

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

## 9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the 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 \_\_\_\_\_ DATE. The BUYER shall be the owner upon the signing of the deed of sale.

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

**11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_  
 at \_\_\_\_\_: \_\_\_\_\_ and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which  
 the BUYER may have it removed at the SELLER's expense. 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 \$ \_\_\_\_\_  
 per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy  
 of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by  
 the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary  
 to pay directly to \_\_\_\_\_, agency  
 or broker of the SELLER, the remuneration amount 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.

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

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

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

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

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

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

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

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

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











**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;

OR

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. DATE
- 7.2** The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3** The costs of the deed of sale, of its 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 \_\_\_\_\_ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate 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 factor relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER in writing and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This promise to purchase shall become null and void upon receipt by the SELLER of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

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

OR

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

**9. REVIEW OF DOCUMENTS BY THE BUYER**

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

\_\_\_\_\_

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To 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**

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 The SELLER declares  not to have received OR  to have received a notice of special assessment from the syndicate of co-owners.

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

- 10.4 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:
- that he is purchasing with the alleged defects or irregularities. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
- OR**
- 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 \_\_\_\_\_ DATE. The BUYER shall be the owner upon the signing of the deed of sale.
- The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the Annexes thereto, including any related document, within the deadline indicated by the notary.
- 11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_ DATE at \_\_\_\_\_: \_\_\_\_\_, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible 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 signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount provided for in the brokerage contract 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 resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

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

**12. OTHER DECLARATIONS AND CONDITIONS**

**12.1**

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





**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 - 

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Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER 1

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

on \_\_\_\_\_ DATE \_\_\_\_\_, 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 \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 1

\_\_\_\_\_  
SIGNATURE OF SELLER'S SPOUSE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

on \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BUYER 2

\_\_\_\_\_  
WITNESS







- 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, require that the BUYER provide proof of the financial institution's refusal to grant a loan in the amount set out in clause 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. DATE
- 7.2 The BUYER declares that  he is not bound **OR**  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3 The costs of the deed of sale, of its 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 held in co-ownership inspected by a building inspector 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;
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, excluding the other undivided co-owners;
5. the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

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The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive right or their right of redemption and to submit it to the BUYER within \_\_\_\_\_ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above period shall cause the promise to purchase to become null and void;

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the Civil Code of Québec (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

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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:
- that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
- OR**
- 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 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale before \_\_\_\_\_, notary, on or before \_\_\_\_\_, DATE. The BUYER shall be the owner upon the signing of the deed of sale. The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the Annexes thereto, including any related document, within the deadline indicated by the notary.
- 11.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of \_\_\_\_\_, DATE, at \_\_\_\_\_, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible 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 \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount 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.

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

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

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 resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

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

**12. OTHER DECLARATIONS AND CONDITIONS**

**12.1**

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

2020A (V19 06/2021)









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

**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 BUYER 2 AND REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

(hereinafter called "the BUYER").

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

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

(hereinafter called "the SELLER").

**2. OBJECT OF THE PROMISE TO PURCHASE**

2.1 The BUYER hereby promises to purchase the hereinafter described mobile home placed on a chassis, with or without a permanent foundation, at the price and under the conditions stated below, through:

\_\_\_\_\_, broker 

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LICENCE NUMBER

carrying on activities within the following business corporation: \_\_\_\_\_

representing the following agency: \_\_\_\_\_ or  acting on his own account.

**3. SUMMARY DESCRIPTION OF THE 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     m     ft    AREA     m<sup>2</sup>     ft<sup>2</sup>

(hereinafter referred to as "LAND").



**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. DATE

7.2 The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

7.3 The costs of the deed of sale, of its registration, 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 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 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;
4. 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.

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

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

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 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 \_\_\_\_\_ : \_\_\_\_\_ 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 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 income or expenses relating to the MOBILE HOME 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 \$ \_\_\_\_\_ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance.

**11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY** – If applicable, 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.

**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 HOME.

**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 (\$) \_\_\_\_\_)  per week  per month  other: \_\_\_\_\_, for a total amount of \_\_\_\_\_ dollars (\$) \_\_\_\_\_) for the full term of the

lease, if it is a fixed term lease.

b) Lease term of LAND: \_\_\_\_\_.

c) Inclusions provided for in the lease:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d) Exclusions provided for in the lease:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e) Indicate below, service charges or taxes that shall be borne by the buyer concerning the LAND (snow removal contract, water tax, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2° For appliances and equipment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**12. OTHER DECLARATIONS AND CONDITIONS**

12.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_











**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 \_\_\_\_\_

\_\_\_\_\_in

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

600, boulevard René-Lévesque Ouest  
 Montréal (Québec) H3B 4W9

TELEPHONE NUMBER AND EMAIL

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

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF 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:

\_\_\_\_\_, broker 

--	--	--	--	--	--	--	--

  
LICENCE NUMBER

carrying on activities within the following business corporation \_\_\_\_\_

representing the following agency \_\_\_\_\_ or

acting on his own account.

**3. SUMMARY DESCRIPTION OF THE IMMOVABLE**

3.1  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- 

--	--	--	--	--	--	--	--

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

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION				
APPROXIMATE DIMENSIONS		<input type="checkbox"/> m <input type="checkbox"/> ft	APPROXIMATE AREA	
			<input type="checkbox"/> m <sup>2</sup> <input type="checkbox"/> ft <sup>2</sup>	

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")

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

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

4.2  By **affixing his initials**, the BUYER acknowledges that the immovable may be subject to the Goods and Services Tax and the Québec Sales Tax and shall make his own verifications, at his own expense.

4.3 **DEPOSIT** – As required by the SELLER, the BUYER shall remit with this promise to purchase to the ex officio Public Curator, as a deposit on the sale price to be paid, a sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) representing ten per cent (10%) of the price offered in clause 4.1 by a certified cheque or money order payable to the order of the "ex officio Public Curator \_\_\_\_\_".

(FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED)

The receipt of this deposit by the ex officio Public Curator does not constitute an acceptance of the promise to purchase.

In the event the signing of the deed of sale does not take place on date specified by the parties because the BUYER voluntarily blocks the sale or otherwise voluntarily prevents its conclusion, the sum shall be remitted to the SELLER as liquidated damages.

In other cases, should the promise to purchase become null and void, the SELLER shall immediately refund the deposit to the depositor, without interest or indemnity. The SELLER may require that the request for a refund be made in writing.

#### 5. METHOD OF PAYMENT

5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ \_\_\_\_\_

5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ \_\_\_\_\_

5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ \_\_\_\_\_

**TOTAL PRICE** \$ \_\_\_\_\_

#### 6. NEW HYPOTHECARY LOAN

6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ \_\_\_\_\_, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed \_\_\_\_\_% per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of \_\_\_\_\_ years, the balance becoming due in a minimum of \_\_\_\_\_ years.

In his efforts to obtain such a loan, the BUYER declares that:

he is bound 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 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within \_\_\_\_\_ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

6.3  **ABSENCE OF UNDERTAKING** – 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.

Where 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 become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 11.6, the BUYER has visited the IMMOVABLE, on \_\_\_\_\_, and declares that he is satisfied therewith. DATE

7.2 The BUYER declares that  he is not bound OR  he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

7.3 The costs of the deed of sale, of its registration and of the copies required shall be at the BUYER's expense.

7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.

7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.

7.6 **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 a 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  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 - [ | | | | | | | ].

OR

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-



**10. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER**

**10.1 DEED OF SALE** – The BUYER and the SELLER undertake to sign a deed of sale, where applicable, 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.

**10.2 OCCUPANCY OF PREMISES** – The SELLER undertakes to render the immovable available for occupancy by the BUYER upon the signing of the deed of sale, on \_\_\_\_\_ at \_\_\_\_\_: \_\_\_\_\_.

**10.3 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.

- 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- [ | | | | | | | | ].

**10.4 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.

**10.5 INCLUSIONS** – Included in the sale are the following items:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

which are sold without legal warranty of quality, at the buyer's own risk.

**10.6 EXCLUSIONS** – Excluded from the sale are the following items:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER, to the best of the SELLER's knowledge:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**12. ANNEXES**

12.1 The provisions 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- [ ]

Divided co-ownership Annex ADC- [ ] Undivided co-ownership Annex AUC- [ ]

Other(s): \_\_\_\_\_

**13. CONDITIONS OF ACCEPTANCE**

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

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

**14. INTERPRETATION**

14.1 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.

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

**15. SIGNATURES**

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

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

The SELLER \_\_\_\_\_ this promise to  
"ACCEPTS" OR "REFUSES"  
purchase or submits a counter-proposal CPCP- [ ] .

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF BUYER 1

WITNESS

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF SELLER 1

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF BUYER 2

WITNESS

Signed in \_\_\_\_\_ ,  
on \_\_\_\_\_ DATE \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .

SIGNATURE OF SELLER 2



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

Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF BUYER 1  
WITNESS

Signed in \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF BUYER 2  
WITNESS

**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 \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE OF THE SELLER'S SPOUSE

**CONSENT** – I, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ in my capacity as  
\_\_\_\_\_ in

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in section 3 for consideration and under 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 \_\_\_\_\_,  
on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE  
SIGNATURE



## MANDATORY FORM ANNEX – UNDIVIDED CO-OWNERSHIP

In collaboration with: **Curateur public**  
Québec

### AUC1. REFERENCE TO PRINCIPAL FORM

In the case of an undivided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in the PPC form - [ ] and form an integral part thereof.

### AUC2. SUMMARY DESCRIPTION OF THE IMMOVABLE

The 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	STREET	APT.	CITY	PROVINCE	POSTAL CODE
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With exclusive use of:

\_\_\_\_\_

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

and including: \_\_\_\_\_ parking space(s), number(s) \_\_\_\_\_ storage space(s), number(s) \_\_\_\_\_

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

APPROXIMATE DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP  m  ft APPROXIMATE AREA OF IMMOVABLE HELD IN CO-OWNERSHIP  m<sup>2</sup>  ft<sup>2</sup>

AREA OF SHARE  m<sup>2</sup>  ft<sup>2</sup>  
 GROSS  NET AS PER CERTIFICATE OF LOCATION

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")

### AUC3. 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 clause 8.1 of the form identified in section AUC1 is replaced by the following:

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

OR

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AUC 00001

(V2 06/2021)

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.

#### AUC4. OTHER DECLARATIONS BY THE SELLER

In addition to the declarations made in section 9 of the form identified in section AUC1, the SELLER shall add, to the best of his knowledge that: the undivided co-owners:

- have the following pre-emptive right, if applicable (indicate time period and terms):

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- The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to submit it to the BUYER within \_\_\_\_\_ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above-mentioned period shall cause the promise to purchase to become null and void.

- have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the Civil Code of Québec (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

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

#### AUC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The clause 10.3 of the form identified in section AUC1 is supplemented by the following:

**ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND** – 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.

#### AUC6. NEW HYPOTHECARY LOAN

The clause 6.3 of the form identified in section AUC1 is replaced by the following:

**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, require that the BUYER provide proof of the financial institution's refusal to grant a loan in the amount set out in clause 6.1 or higher.

Upon expiry of the period mentioned in this clause, this promise to purchase shall become null and void.

#### AUC7. INITIALS (ALL COPIES MUST BE INITIALED)

BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	AUTHORIZED PERSON (SECTION 34 PCA)



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

OR

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

#### ADC4. OTHER DECLARATIONS BY THE SELLER

In addition 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)  not to have received OR  to have received a notice of special assessment from the syndicate of co-owners.
- b)  not to have received OR  to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.
- 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 clause 10.3 of the form identified in section ADC1 is supplemented by the following:

**ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND AND SYNDICATE'S CLAIM** – 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.

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.

#### ADC6. INITIALS (ALL COPIES MUST BE INITIALED)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	AUTHORIZED PERSON (SECTION 34 PCA)