

**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 

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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 is held in divided co-ownership and described in clause ADC2 of Annex ADC- 

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- The immovable is held in undivided co-ownership and described in clause AUC2 of Annex AUC- 

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

V3 06/2021

CADASTRAL DESCRIPTION

APPROXIMATE DIMENSIONS APPROXIMATE AREA

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-

mentioned time period. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

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

## 9. DECLARATIONS AND OBLIGATIONS OF THE SELLER

The only declarations of the SELLER, without giving any guarantee, are those relating to existing hypothecs and charges, to the registration and cancellation of the notice disclosing his capacity as an administrator and to the place of residence of the person he represents within the meaning of the *Income Tax Act* and the *Taxation Act*.

**9.1 DELIVERY OF THE IMMOVABLE** – The SELLER promises to sell the IMMOVABLE to the BUYER and, subject to the following, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

In the event of a disaster or substantial damage to the immovable, the SELLER undertakes to notify the BUYER in writing. The BUYER may, within a period of thirty (30) days following receipt of a written notice from the SELLER, notify the SELLER in writing that he wishes to make his promise to purchase null and void or amend it.

Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, this promise to purchase will continue under the same terms and conditions.

**9.2 OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with the ownership titles and documents in his possession relating to the condition of the immovable, such as its structure, foundation, roof or attesting that work was carried out to preserve the immovable, excluding maintenance work.

Unless they are already in his possession, no certificate of location, search certificate or technical description will be provided to the BUYER. The SELLER shall not guarantee the measurements or the location of the IMMOVABLE.

**9.3 COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER where payment of those costs will not be assumed by the BUYER. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

**9.4 DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the ownership titles or the compliance of the immovable with the laws and regulations in force, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he will remedy that defect or irregularity at his expense or that he will not remedy it.

The BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or 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.

Should the BUYER fail to notify the SELLER within the above time period, the promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

**9.5 INTERVENTION OF SPOUSE** – The declaration of civil status of the person represented by the Public Curator is made to the best of his knowledge.

If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER undertakes to obtain, prior to the sale, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without his spouse's consent and concurrence.

**9.6 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER undertakes to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the BUYER would otherwise have had to pay. No damages will be payable if the Public Curator loses jurisdiction before the sale or if a judicial authorization is not granted by the court.

**9.7 OTHER DECLARATIONS BY THE SELLER**

The immovable is held in divided co-ownership. The declarations set out in this promise to purchase are supplemented in clause ADC4 of annex ADC-

The immovable is held in undivided co-ownership. The declarations set out in this promise to purchase are supplemented in clause AUC4 of annex AUC-





## 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 \_\_\_\_\_ , at \_\_\_\_\_ : \_\_\_\_\_ .  
DATE

SIGNATURE OF BUYER 1

WITNESS

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

SIGNATURE OF BUYER 2

WITNESS

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

SIGNATURE OF SELLER 1

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

SIGNATURE OF SELLER 2

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

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

WITNESS

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

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

WITNESS

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 to the conditions set forth in this promise to purchase.

- I undertake to intervene in the notarial deed of sale for all legal purposes;  
**OR**  
 I consent to having a statement included in the deed of sale to the effect that I have signed this promise to purchase.

\_\_\_\_\_  
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE *PUBLIC CURATOR ACT*

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

\_\_\_\_\_  
SIGNATURE