

## **RECOMMENDED FORM PROMISE TO PURCHASE – IMMOVABLE**

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.

ALAIONSHIP TO BUTCHL'E.G. MANDALARY. LUQUIDATION OF A SUCCESSION OR BUSINESS CONFORMATION  BELATIONSHIP TO SELER (E.G. MANDALARY. LUQUIDATION OF A SUCCESSION OR BUSINESS CONFORMATION  MEM. ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  DEJECT OF THE PROMISE TO PURCHASE  DEJECT OF THE PROMISE TO PURCHASE  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  DEJECT OF THE IMMOVABLE DEPRIVATE PORTION  DEFENSIONS  MEM. STREEL  AMARTMENT OR SUITE  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  AREA  DEJECT OF THE IMMOVABLE DEPRIVATE PORTION  DEPRIVATE P		
ALAIONSHIP TO BUTCHL'E.G. MANDALARY. LUQUIDATION OF A SUCCESSION OR BUSINESS CONFORMATION  BELATIONSHIP TO SELER (E.G. MANDALARY. LUQUIDATION OF A SUCCESSION OR BUSINESS CONFORMATION  MEM. ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  MAME, ADDRESS, TILEPHIONE NUMBER AND EMAIL OF BUTCH2 AND REPRESENTATIVE, IF APPLICABLE,  DEJECT OF THE PROMISE TO PURCHASE  DEJECT OF THE PROMISE TO PURCHASE  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE PROMISE TO PURCHASE TO PURCHASE CORFORATION:  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  DEJECT OF THE IMMOVABLE DEPRIVATE PORTION  DEFENSIONS  MEM. STREEL  AMARTMENT OR SUITE  DEJECT OF THE IMMOVABLE BERNESS CORFORATION:  AREA  DEJECT OF THE IMMOVABLE DEPRIVATE PORTION  DEPRIVATE P		
ANDRESHIP TO BUYER (E.G. MANDALARY)  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE IMMOVABLE ON FINITURE FORTION  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATION OF THE RELATION O		
ANDORSHP TO BUYER & G. MANDATARY. UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION (hereinafter called "the BUYER").  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2 AND REPRESENTATIVE, IF APPLICABLE RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION (hereinafter called "the BUYER").  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2 AND REPRESENTATIVE, IF APPLICABLE RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION (hereinafter called "the BUYER").  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2 AND REPRESENTATIVE, IF APPLICABLE RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION (hereinafter called "the BUYER").  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2 AND REPRESENTATIVE, IF APPLICABLE RELATIONSHIP TO SELER (E.G. MANDATARY, UQUDATOR OF A SUCCESSION OR BUSINESS CONFORMATION (hereinafter called "the BUYER").  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NAME. ADDRESS, TELEPHONE NUMBER AND DUMAL OF SELER 2.  NEL ADRESS AND		
ANDRESHIP TO BUYER (E.G. MANDALARY)  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE IMMOVABLE ON FINITURE FORTION  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATION OF THE RELATION O		
ANDRESHIP TO BUYER (E.G. MANDALARY)  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE IMMOVABLE ON FINITURE FORTION  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATION OF THE RELATION O		
ANDRESHIP TO BUYER (E.G. MANDALARY)  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SELER (E.G. MANDALARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CONFORMATION  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE IMMOVABLE ON FINITURE FORTION  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATIONSHIP TO SUFFICE  RELATIONSHIP TO SUFFICIENT ON THE RELATION OF THE SUFFICIENT ON THE RELATION OF THE RELATION O		
ALTORGENER TO BUYER (E.G. MANDATARY)		
	ATIONSHIP TO BUYER (E.G. MANDATARY)	RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORAT
ATIONSHIP TO BUYER (E.G. MANIDATARY)  RELATIONSHIP TO SULTER (E.G. MANID		
ATIONSHIP TO BUYER (E.G. MANDATARY)         RELATIONSHIP TO SULTER (E.G. MANDATARY)         RELATIONSHIP TO SULTER (E.G. MANDATARY)         CBJECT OF THE PROMISE TO PURCHASE         The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:		
ARTIONSHIP TO BUYER (E.G. MANDATARY)  RELATIONSHIP TO SELER (E.G. MANDATARY)  RELATIO		
	ME ADDRESS TELEPHONE NUMBER AND EMAIL OF RUVER 2 AND REPRESENTATIVE IF APPLICARLE	NAME ADDRESS TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND REPRESENTATIVE IF APPLICA
OBJECT OF THE PROMISE TO PURCHASE  The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:		
OBJECT OF THE PROMISE TO PURCHASE     DEVENTION OF THE IMMOVABLE OR PRIVATE PORTION     OF THE IMMOVABLE OR PRIVATE PORTION     OF PARKING SPACE     OF STORAGE SPACE     OF	(hereinafter called "the BUYER").	(hereinafter called "the SELLER").
The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:		
The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:		
carrying on activities within the following business corporation: representing the following agency: or acting on his own account. SUMMARY DESCRIPTION OF THE IMMOVABLE The immovable, with building erected, if applicable, is designated as follows: ABER STREET APARTMENT OR SUITE CITY PROVINCE POSTAL CODE ABSTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE ENSIONS OF STORAGE SPACE In ft AREA The immovable is held in divided co-ownership and also includes: If one share of the immovable is held in divided co-ownership, see below: parking space(s), number(s) private portion common portion for restricted use		
SUMMARY DESCRIPTION OF THE IMMOVABLE The immovable, with building erected, if applicable, is designated as follows:   MBER STREET APARTMENT OR SUITE CITY PROVINCE POSTAL CODE  AREA OF STORAGE SPACE  I m in t m in t AREA  The immovable is held in divided co-ownership and also includes:  I f one share of the immovable is held in divided co-ownership, see below:  I parking space(s), number(s) private portion i common portion for restricted use	$\Box$ carrying on activities within the following business corporation:	
SUMMARY DESCRIPTION OF THE IMMOVABLE The immovable, with building erected, if applicable, is designated as follows:      ABER STREET APARTMENT OR SUITE CITY PROVINCE POSTAL CODE  ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE  ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE  M M M M M M M M M M M M M M M M M M M	representing the following agency:	or 🔲 acting on his own accour
The immovable, with building erected, if applicable, is designated as follows:         ABER       STREET       APARTMENT OR SUITE       CITY       PROVINCE       POSTAL CODE         ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION       OF PARKING SPACE       OF STORAGE SPACE       m²       m² </td <td></td> <td>, s</td>		, s
The immovable, with building erected, if applicable, is designated as follows:         IBER       STREET       APARTMENT OR SUITE       CITY       PROVINCE       POSTAL CODE         ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION       OF PARKING SPACE       OF STORAGE SPACE       m2       m2 </td <td></td> <td></td>		
ABER       STREET       APARTMENT OR SUITE       CITY       PROVINCE       POSTAL CODE         ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION       OF PARKING SPACE       OF STORAGE SPACE	SUMMARY DESCRIPTION OF THE IMMOVABLE	
ABER       STREET       APARTMENT OR SUITE       CITY       PROVINCE       POSTAL CODE         ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION       OF PARKING SPACE       OF STORAGE SPACE		
ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE  ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE  M M H H H H H H H H H H H H H H H H H	The immovable, with building erected, if applicable, is designated as follo	ows:
ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE  ASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE  M M H H H H H H H H H H H H H H H H H		
Im Ift   ENSIONS   AREA   The immovable is held in divided co-ownership and also includes:   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:	BER STREET APARTMENT OR SUITE	CITY PROVINCE POSTAL CODE
Im In ft   ENSIONS   AREA   The immovable is held in divided co-ownership and also includes:   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:   parking space(s), number(s)   If one share of the immovable is held in divided co-ownership, see below:		
AREA         The immovable is held in divided co-ownership and also includes:         If one share of the immovable is held in divided co-ownership, see below:         parking space(s), number(s)         Image: Description       Image: Description         Image: Description       Image:		SPACE OF STURAGE SPACE
The immovable is held in divided co-ownership and also includes:         If one share of the immovable is held in divided co-ownership, see below:         parking space(s), number(s)         private portion       common portion for restricted use		
□ If <b>one</b> share of the immovable is held in divided co-ownership, see below: parking space(s), number(s) □ private portion □ common portion for restricted use	m ft	
□ If <b>one</b> share of the immovable is held in divided co-ownership, see below: parking space(s), number(s) □ private portion □ common portion for restricted use	m ft	
parking space(s), number(s)	nsions	
	Image: minipage       minipage         NSIONS       The immovable is held in divided co-ownership and also includes:	AREA
	Image: minipage       minipage         NSIONS       The immovable is held in divided co-ownership and also includes:	AREA
L other: indoor D outdo	m ft      m ft      m      ft      m      ft      ft	area
	m ft     m ft     m     m parking space(s), number(s)	AREA e below: te portion
	m ft     m ft     m     m parking space(s), number(s)	AREA e below: te portion

	storage space(s), number(s)		□ common portion for restricted use		outdoor
	and all related rights in common portions:	🗖 other			
	SHARE OF COMMON PORTIONS		CADASTRAL DESCRIPTION OF COMMON PORTIONS		
OR	□ If <b>more than one</b> share of the immovable is held in a	livided co-ownership, see cor	npleted Annex General AG-		
	A% share of the immovable designated	above is held in undivided	l co-ownership with exclusive use of		
	a tra	nsa	ctior	1	
	(E.G. AD	DRESS, APARTMENT OR SUITE NO., BACH	YARD, PATIO)		
and i	including: parking space(s), number(s)	storage space	(s), number(s)		
AREA	DF SHARE HELD IN UNDIVIDED CO-OWNERSHIP	meinafter called "the IMMO	net as per certificate of location		
4.			ADLE )		
4.1	PRICE – The purchase price shall be ) which the		l upon the signing of the deed of sale.		dollars
4.2	The IMMOVABLE $\square$ is not <b>OR</b> $\square$ is subject to the Good tax that may be imposed as a result of the sale and to be remitted by the BUYER to the SELLER for this purpose.				
4.3	DEPOSIT – With this promise to purchase, the BUYER re	emits to the broker referred	to in clause 2.1, as a deposit on the sa	le price to be	paid, a sum o
			dollars (\$		), by
	cheque payable to the order of "	AME OF AGENCY OR BROKER IN TRUST	in trust" (herein	after called t	ne "TRUSTEE")
	Following acceptance of this promise to purchase, the che	que may be certified and sha	ll be given to the TRUSTEE, who shall de	posit it into h	is 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	<b>DEPOSIT</b> – Deposit paid in accordance with clause 4.3 of this promise to purchase:	\$
5.2	ADDITIONAL SUM – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum:	\$
5.3	<b>NEW LOAN</b> – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1:	\$
5.4	EXISTING LOAN – The BUYER shall assume, in accordance with Financing Annex AF-	s <b>O</b>
5.5	BALANCE OF THE SALE PRICE – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF-	s <b>On</b>

## 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 \_\_\_\_\_\_\_ dollars (\$ \_\_\_\_\_\_\_ ),

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.

Notwithstanding the foregoing, if the IMMOVABLE is held in undivided co-ownership, 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 said period, this promise to purchase shall become null and void.

## 7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- - 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 DAMMAGES 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, and, if applicable, the SELLER undertakes to cooperate to obtain all required authorizations from the syndicate of co-owners, the co-owners or manager of 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. <u>He also acknowledges having been</u> 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. <u>He also acknowledges having been informed by the broker identified in</u> 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 leases currently in force and the expenses related to the IMMOVABLE, as well as the following documents:

In the case of an immovable held in divided co-ownership, this promise to purchase is conditional upon the BUYER's examination and verification 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:

The OACIQ publishes forms as part of its public protection mission.



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 \_\_\_\_\_\_ 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 contract and to accept any agreement for the sale of the IMMOVABLE;
- 2. the IMMOVABLE is not the subject of a brokerage contract with another broker or agency, or of an agreement to sell, exchange or lease it, or of a right of first refusal in favour of a third party;
- he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied;
- the IMMOVABLE is not the subject of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party, excluding the other undivided co-owners;
- 5. the undivided co-owners:

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

The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-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):

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 The SELLER also declares:

$\Box$ to have completed the Annex Declarations by the seller of the immovable DS- $\_$ $\_$ $\_$ $\_$ $\_$ $\_$ ;
--

OR

The OACIQ publishes forms as part of its public protection mission.



100A (v11 06/2021

<sup>©</sup> Organisme d'autoréglementation du courtage immobilier du Québec, 2012, 2016, 2021. No reproduction without written permission. For information: Info OACIQ | Tel.: 450-462-9800 or 1-800-440-7170 | Fax: 450-676-7801 | info@oaciq.com | oaciq.com

□ to make the following declarations:

- 1. that he is not aware of any factor relating to the IMMOVABLE that is liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses related thereto, except:
- 2. that he has not received any notice from a competent authority indicating that the IMMOVABLE does not conform to the laws and regulations in force, or any notice from an insurer, following which he has not fully remedied the defect declared therein, except:
- 3. that the leases detailed in Annex \_\_\_\_\_\_ bring in rents of at least \_\_\_\_\_\_ dollars (\$ \_\_\_\_\_\_\_) annually;
- that he has not received any notice from a lessee or from the spouse of a lessee to the effect that the IMMOVABLE or part thereof is used as a family residence, except:
- 5. that no notice liable to amend the existing leases has been sent by either of the parties, except:
- 6. that no current lessee benefits from special advantages from the SELLER that are not specifically indicated in writing in the leases, except:
- 7. that there are no proceedings pending before the Régie du logement or any other tribunal, except:
- 8. that the IMMOVABLE:
  - a) 🗌 is **OR** 🔲 is not part of a housing complex within the meaning of the Act respecting the Régie du logement (R.S.Q., c. R-8.1);

□ does not constitute a portion that has been detached from a housing complex within the meaning of the Act respecting the Régie du logement (R.S.Q., c. R-8.1) following an alienation without first having obtained the authorization of the Régie du logement;

- c) is **OR** is not subject to the Act to preserve agricultural land;
- d) is **OR** is not classified or recognized cultural property and is not situated in a historic or natural district, on a classified historic site or in a protected area provided for in the Cultural Heritage Act;
- e) does OR does not conform to the laws and regulations relating to environment protection;
- f)  $\Box$  is **OR**  $\Box$  is not serviced by water and sewer services;
- g)  $\Box$  is **OR**  $\Box$  is not connected to water and sewer services;
- h) is **OR** is not serviced by power utilities and/or natural gas services;
- i) is **OR** is not connected to power utilities and/or natural gas services;
- 9. that to his knowledge, an insurance company in has **OR** has not refused to insure the IMMOVABLE in whole or in part;
- 10. that the IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility, and that the SELLER shall be warrantor towards any potential buyer for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership, except:



- 10.3 The SELLER declares 🗆 not to have received OR 🗆 to have received a notice of special assessment from the syndicate of co-owners.
- 10.4 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.
- 10.5 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.
- 10.6 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 and those reported herein. 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 deed of purchase as well as a certificate of location describing the current state of the IMMOVABLE, or, if the IMMOVABLE is held in divided co-ownership, 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. If applicable, 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.

- 10.7 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.
- 10.8 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 to 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:

a) that he is purchasing with the alleged defects or irregularities. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;

OR

b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

Where the BUYER has not availed himself of the provisions of paragraphs a) or b) above within the time period stipulated, this promise to purchase shall become null and void. Consequently, the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

- 10.9 INTERVENTION OF SPOUSE If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's marital 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 in the notarial deed of sale for the same purpose, or a copy of a judgment authorizing him to sell the IMMOVABLE without his spouse's consent and concurrence. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.10 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.
- 10.11 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.

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

DATE

11.1 DEED OF SALE -	The BUYER and the SELL	ER undertake to sign a deed of sale before	, notary,
			•
on or before		. The BUYER shall be	e the owner upon the signing of the deed of sale.

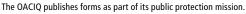
. The BUYER shall be the owner upon the signing of the deed of sale.

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

\_:\_\_ \_\_\_\_ , and to leave it free of any property not included in this , at \_\_\_

promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense.



DATE

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

 $\Box$  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 or any claim arising from a decision adopted by 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 provided for in the brokerage contract awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.
- **11.5 INCLUSIONS** Included in the sale are the following items:

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

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

- **11.7** Service and leasing contracts on appliances and equipment to be assumed by the BUYER:
- 11.8 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER:

# **12. OTHER DECLARATIONS AND CONDITIONS**

12.1 \_

Unusable for a transaction	
atransaction	
atransaction	
atransaction	
atransaction	
a transaction	
a transaction	
atransaction	
allangaction	Trancaction
	langaglu

#### **13. ANNEXES** 13.1 The provisions set forth in the Annexes identified below form an integral part of this contract: Annex Declarations by the seller of the immovable DS-Annex income property AL-1 - L Financing Annex AF-Request for information to the syndicate of co-owners RIS-Premises and leases - detailed listing DL-General Annex AG-Other(s): **CONDITIONS OF ACCEPTANCE** 14.

14.1 The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained herein. The BUYER is irrevocably committed until \_\_\_\_\_\_: \_\_\_\_\_ on \_\_\_\_\_\_\_. If the SELLER accepts this promise to purchase, within this deadline, it shall constitute a contract that is legally binding on the BUYER and the SELLER until proper and full execution. If the SELLER does not accept it, within this deadline, this promise to purchase shall become null and void. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.

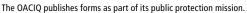
## **15. INTERPRETATION**

- **15.1** Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.
- 15.2 This contract and the performance thereof are governed by the laws of Québec.

## **16. ARBITRATION CLAUSE (OPTIONAL)**

16.1 Except for the claims under the jurisdiction of the Court of Québec, Small Claims Division, in accordance with the Québec Code of Civil Procedure, by initialling the boxes below, the BUYER and the SELLER agree to submit any dispute arising from this contract to arbitration, to the exclusion of the courts. The dispute shall be submitted to a single arbitrator appointed jointly by the parties. The decision shall bind the parties and shall be final and without appeal. Unless inconsistent with this clause, the provisions of the Civil Code of Québec and of the Québec Code of Civil Procedure concerning arbitration shall apply.

				06/2021)
				7
BUYER 1	BUYER 2	SELLER 1	SELLER 2	) A00



© Organisme d'autoréglementation du courtage immobilier du Québec, 2012, 2016, 2021. No reproduction without written permission. For information: Info OACIQ | Tel.: 450-462-9800 or 1-800-440-7170 | Fax: 450-676-7801 | info@oaciq.com | oaciq.com

# PPG 00001

# 17. 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 duplicate thereof.

	The SELLERthis promise ("ACCEPTS" OR "REFUSES")
	to purchase or submits counter-proposal CP-
Signed in	Signed in,
on, at:	on, at DATE
SIGNATURE OF BUYER 1	SIGNATURE OF SELLER 1
Signed in,	Signed in,
on, at	on, at
SIGNATURE OF BUYER 2	SIGNATURE OF SELLER 2
WITNESS	WITNESS
ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having received a copy of the SELLER'S reply.	<b>INTERVENTION OF SELLER'S SPOUSE</b> – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any Annexes thereto, and to undertake to intervene in the notarial deed of sale for this purpose.
Signed in,	Signed in,
on, at	on, at
SIGNATURE OF BUYER 1	SIGNATURE OF SELLER'S SPOUSE
WITNESS	WITNESS
Signed in,	
on, at:	
SIGNATURE OF BUYER 2	00 A M1 06/2021)
WITNESS	

The OACIQ publishes forms as part of its public protection mission.

10/10