

## OFFER TO PURCHASE

\_\_\_\_\_  
Buyer

(herein called the **Buyer**)

having inspected the property

**HEREBY OFFERS TO PURCHASE THE PROPERTY** from

\_\_\_\_\_  
Seller

(herein called the **Seller**)

upon the following terms and conditions:

**PROPERTY** 1. The Seller sells to the Buyer:

\_\_\_\_\_

Including all buildings and fixtures on the property subject to the reservations and exceptions appearing in the existing Certificate of Title (herein called the property)

**PRICE** 2. The purchase price is \_\_\_\_\_.

**DEPOSIT** 3. The sum of \_\_\_\_\_ is paid to the seller's lawyer to be credited to the purchase price on the possession date. If the buyer fails to comply with any of the Buyer's obligations under this agreement, the Seller may, at the Seller's option, cancel the agreement and retain the deposit as liquidated damages and not a penalty, and pursue other remedies that the vendor may have at law.

**CLOSING** 4. Closing Date shall be 12:00 noon on \_\_\_\_\_.

**PAYMENT** 5. The purchase price shall be paid to a practising solicitor of the Province of Saskatchewan, in trust seven days prior to the Closing Date, to be used to make the adjustments as herein provided, to clear all encumbrances from the property, and to pay the balance, if any to the Seller immediately that clear title to the property issues in the name of the Buyer.

**POSSESSION** 6. The Buyer shall receive vacant possession (OR) possession subject to tenancies set out in Schedule "A" (cross out inapplicable phrase) of the property upon the later of: 12:00 noon on the Closing Date, or payment of the purchase price (or balance to mortgage subject to the Law Society of Saskatchewan standard trust conditions) into a trust account of the

seller's lawyer.

**ADJUSTMENTS** 7. The adjustments of incomings and outgoings with respect to the property shall be made as of midnight immediately preceding the Closing Date, and shall include but not be limited to municipal taxes, levies, rents, insurance, condominium fees and interest on any of the purchase price not paid into trust as aforesaid.

OR (Cross out inapplicable paragraph 7)

**ADJUSTMENTS** 7. The adjustment of all municipal rates and levies shall be adjusted as of the 31st day of December, A.D. \_\_\_\_\_, and all other adjustments of incomings and outgoings with respect to the property including interest on any of the purchase price not paid into trust shall be made as of midnight immediately preceding the Closing Date.

**LEGAL** 8. Each party shall pay his/her own lawyer. The Buyer shall pay ISC charges to register the property into his/her name and to register any mortgage arranged by the Buyer. The Seller shall pay ISC charges to discharge all encumbrances except as noted in paragraph 10.

OR (Cross out inapplicable paragraph 8)

8. The fees and expenses properly incurred to complete the within transaction shall be borne equally by the Seller and the Buyer. The Buyer shall pay fees and expenses to register any mortgage arranged by the Buyer. The Seller shall pay legal fees and ISC charges to discharge all encumbrances except as noted in paragraph 10.

**CHATTELS** 9. The following chattels (owned by the Seller, and free and clear of all encumbrances) shall form a part of the consideration passing to the Buyer hereunder:

**ENCUMBRANCES** 10. It is a condition of this agreement that the property shall be subject to no encumbrances except the following:

all standard utility easements,  
ONLY.

**CONDITIONS** 11. The within agreement shall be subject to the following conditions:

**FINANCING** (a)The Buyer obtaining financing satisfactory to him in the amount of \$ on or before \_\_\_\_\_.

**GST** 12. The GST clause \_\_\_A(pay GST) \_\_\_B(self assess) \_\_\_C(exempt) attached hereto forms a part of this agreement.

**SCHEDULES** 13. The standard clauses, GST clauses and attached Schedules "A"(tenancies), "B"(other terms), "C"(disclosure), "D"(condominiums) have been read by both parties each forms a part of this Agreement.

**ACCEP-**

**TANCE**

- 14. This offer is irrevocable by the Buyer and open for acceptance by the Seller up to one minute before midnight on the \_\_\_\_\_, 200\_\_ and upon acceptance this agreement shall be a contract of purchase and sale and be binding upon the Seller, the Buyer and their respective heirs, executors, administrators, successors and assigns. If not accepted by that time this offer is withdrawn.
  
- 15. This agreement may be executed in two or more counterparts. A counterpart signed by one party hereto and transmitted by facsimilie or electronically shall have the same effect as a counterpart originally signed by such party, provided that such party forthwith delivers to the other parties hereto a counterpart originally signed by such party. Each counterpart, whether a facsimilie or electronic copy or original counterpart, shall be deemed to be an original and all counterparts shall constitute one and the same agreement.

DATED at Nipawin, in the Province of Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**THE SELLER accepts the Offer** this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

STANDARD CLAUSES

UREA  
FORMALDE-  
HYDE

1. The Seller warrants that the building does not contain Urea Formaldehyde foam insulation.

RESIDENCY

2. The Buyer and Seller each warrant that they are residents of Canada as defined under the provisions of Section 116 of the Income Tax Act and that they will provide satisfactory evidence of such residency.

INSURANCE

3. Until Closing Date the property and buildings on the property shall be at the risk of the Seller and the Seller shall maintain fire insurance coverage on the property. Pending completion of the within sale, the Seller shall hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear and in the event of any damage to the premises the Buyer may either have the proceeds of the insurance and complete the purchase or cancel the contract and have all the monies paid returned without interest.

ZONING

4. The Seller warrants to the Buyer that the buildings situated upon the property are not in contravention of any current zoning or building by law or regulation of the municipality in which they are situated and that the buildings are situated wholly within the boundaries of the property and do not encroach upon any other lands adjacent to the property. There are no encroachments upon the property.

TIME

5. Time shall be in every respect of the essence of this contract.

INTEREST

6. Interest as herein provided shall be at the Bank of Canada rate plus 4% on the date of possession. The Seller shall have a lien and charge upon the property for any unpaid interest and shall have the right to register a caveat to protect this lien and charge.

ENVIRON-  
MENTAL HAZARD

7. The Seller represents to the Buyer that there is no environmental hazard or defect or any hazardous substance in, on, under, about or emanating from the property and that there is no outstanding work order or compliance order now existing or about to be imposed against the land or the business in relation to the environment or hazardous goods or substances. The Seller hereby indemnifies and shall save harmless the Buyer from and against all liabilities, costs, expenses, claims, actions, causes of action, suits, demands, debts, dues, accounts or claims of every nature and kind made against or suffered or incurred by the buyer as a result directly or indirectly of a release, discharge, emission, excretion, or use, storage or any other handling or holding of any nature or kind of any hazardous substance by the Seller on the land or in the business. The benefit of this provision shall survive the conclusion of the within agreement.

"Hazardous substance" shall mean any substance or product, because of its quantity, concentration or physical, chemical or infectious characteristics, either individually or in combination with other substances, is an existing or potential threat to the environment, human health or living organisms, and includes without limiting the generality of the foregoing, any hazardous substances as defined by federal or provincial legislation or regulations or any waste or dangerous goods included in The Environment Management and Production Act or the Hazardous Substance and Waste Dangerous Goods Regulations as amended or replaced or substituted from time to time.

SURVEYOR'S

8. If there is a Surveyor's Certificate or Real Property report and the Seller is able, the Seller shall deliver a copy to the Buyer forthwith upon acceptance of this offer at no cost to the Buyer.

CORPORATE  
WAIVERS

9. If the Buyer is a body corporate, the Buyer covenants and agrees:

- that The Land Contracts (Actions) Act shall have no application to any actions as defined in the said Act with respect to this agreement or to any agreement arising from it; and
- The Limitation of Civil Right Act shall have no application to this agreement; the sale and purchase constituted by the execution of this agreement; any charge or other security for payment of the money made, given or created by this agreement; any agreement or instrument renewing or extending or collateral to this agreement; or the rights, powers or remedies of the Seller under this agreement or other security, agreement, or instrument referred to or mentioned in this paragraph.

WARRANTIES

10. The representations and warranties contained in the Property Condition Disclosure Statement shall form part of this agreement. There are no other warranties, representations, guarantees, promises or agreements other than those contained herein and in the

*said Statement. All of the said representations, warranties and Covenants shall not merge with and shall survive the closing of the sale and the transfer of the title to the property into the name of the Buyer. The Buyer purchases the property as it stands at the price and terms and subject to the conditions in this agreement.*

**INTERPRE-  
TATION**

11. *The headings and margin notes shall not be used in any manner in the interpretation of this document. This document is produced from a standard form and irrelevant paragraphs may be deleted before signature. Therefore paragraph numbers may not be in numeric order and that fact shall not be used in any manner in the interpretation of this agreement.*

**GST CLAUSES**

- A. *The parties acknowledge that the property is commercial property and subject to GST under the Excise Tax Act (Canada) or is otherwise subject to GST. The Buyer shall in addition to the purchase price remit to the Seller the required sum.*
- B. *The Buyer is acquiring the property for commercial activities. The Buyer is a registrant for the purposes of the GST under the Excise Tax Act (Canada) (ET Act). The buyer shall file an offsetting input tax credit pursuant to the ET Act and GST regulations. The Buyer shall make all necessary reports and filings with Canada Customs and Revenue Agency (CCRA). The Seller and/or solicitors of the Seller, namely, TSN Law, be and are hereby irrevocably authorized and permitted to contact CCRA to confirm such GST registration, and CCRA and its various agents and representatives are hereby authorized to provide information to the Seller and/or Taylor & Co. confirming the status of the Buyer's registration for the purposes of the GST under the ET Act. The Buyer hereby covenants to indemnify and save harmless the Seller from any obligation in relation to the ET Act and GST regulations other than the obligation to sign such documents as the Buyer may reasonably require.*
- If the CCRA should reassess the Seller and/or Buyer in connection with this transaction and part of such reassessment shall be to the effect that the Seller should have collected the GST from the Buyer and the exception for the responsibility of collecting the GST under Subsection 221(2) of the ET Act does not apply, the Buyer shall indemnify and save harmless the Seller for all costs, expenses and charges of every and any nature whatsoever arising from, incidental to or related to such assessment or reassessment including but not limited to any legal fees and disbursements incurred by the Seller (on a solicitor and client basis) as well as any sums that may be payable by the Seller under the ET Act including but not limited to GST, interest and/or penalties.*
- C. *The within sale of the property is an exempt supply within the meaning of the Excise Tax Act Canada (ET Act) and no GST is payable by the Buyer with respect to this sale because: the lands are a residential complex within the meaning of the ET Act; the Seller is not the builder of the Property or any addition to it; the Seller has not claimed an input tax credit in respect of the acquisition of, or improvement to the property, and this sale is not made in the course of the Seller's business, nor was the Property used in any business the Seller carried on. This document constitutes a written certificate for the purposes of Section 194 of the ET Act.*