

OFFER TO PURCHASE

I/WE _____
(the "Purchaser")

ADDRESS: _____

TELEPHONE: Home: _____ Work: _____

having inspected the real property described below, HEREBY OFFER TO PURCHASE from:

NAME: _____
(the "Vendor")

ADDRESS: _____

TELEPHONE: Home: _____ Work: _____

the following property, located at _____
_____, Saskatchewan (CIVIC ADDRESS)

Surface Parcel(s) # _____

Lot: _____ Block: _____ Plan: _____

in _____, Saskatchewan. (the "Property") which term includes all buildings on the Property (the "buildings") subject to the reservations and exceptions appearing in the existing Certificate of Title free and clear of all encumbrances, save and except such encumbrances as are expressly agreed to be assumed by the Purchaser, as referenced in section 9(e) and 9(f) hereof, for the sum of _____ Dollars (\$ _____), (the "Purchase Price")

The parties acknowledge that any mineral rights that are currently included on the title to the Property: _____ are included; or _____ are not included (check the applicable box) in the purchase of the Property and, where included, will be part of the definition of "Property" when used herein.

1. The Purchase Price is to be paid as follows:

(a) \$ _____ as the deposit to be paid to the Vendor's lawyer, upon acceptance of this offer to be held in trust by the Vendor's lawyer, such deposit to be credited to the Purchase Price on the Possession Date. If the Purchaser fails to comply with any of the Purchaser's obligations under this agreement, the Vendor may, at the Vendor's option, cancel this agreement and retain the deposit as liquidated damages and not as a penalty, and pursue any other remedies that the Vendor may have at law.

(b) \$ _____ by a new mortgage to be arranged by the Purchaser at the Purchaser's expense.

(c) \$ _____ by assumption of the Vendor's existing mortgage in favour of _____.

(d) \$ _____ cash to be paid (subject to the adjustments provided below) to the Vendor or the Vendor's lawyer on or before 12 o'clock noon on the Possession Date.

2. This Offer to Purchase is subject to the following conditions:

(a) The Purchaser obtaining approval of a mortgage on the Property in the amount set out in Subsection 1(b) on or before the _____ day of _____, 20____, on terms and conditions satisfactory to the Purchaser.

(b) The Vendor completing the Property Condition Disclosure Statement attached as Schedule "A" (the "Property Condition Disclosure Statement") and delivering a copy of it to the Purchaser at the time of acceptance of this Offer.

(c) The matters disclosed in the Property Condition Disclosure Statement being satisfactory to the Purchaser. If the Purchaser is not satisfied with the matters disclosed in the Property Condition Disclosure Statement, the Purchaser shall so notify the Vendor to that effect within 7 days from the date the Property Condition Disclosure Statement is received by the Purchaser. This agreement shall then be null and void and of no further force and effect. If notice is not given this condition is deemed to be waived.

(d) The Purchaser obtaining a Building Inspection Report for the Property satisfactory to the Purchaser at the Purchaser's expense on or before the ___ day of _____, 20____.

(e) In the event the Property is a Condominium, the Vendor complying with the special conditions referenced in the attached Schedule "B" hereto. In the event the documents and/or the particulars disclosed by the Vendor in Schedule "B" are not satisfactory to the Purchaser, the Purchaser shall so notify the Vendor to that effect within seven (7) days from the date that the documents and particulars referenced in Schedule "B" are received by the Purchaser at which time this agreement shall be null and void and of no further force and effect. If such notice is not given within the aforementioned seven (7) days, this condition shall be deemed to be waived by the Purchaser.

(f) (List any other Conditions)

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified in each condition, (or failing a date being specified, on or before the Possession Date), then the deposit shall be returned to the Purchaser and this agreement shall be null and void.

3. The Purchaser agrees to pay interest to the Vendor at the rate of _____% per annum, on any portion of the Purchase Price, less mortgages or other financial encumbrances assumed, not received by the Vendor or the Vendor's lawyer on the Possession Date. Interest shall be calculated from the Possession Date until the date that the entire purchase price is paid to the Vendor or the Vendor's lawyer.

4. The Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the Property, not assumed by or agreed to by the Purchaser.

5. This transaction of purchase and sale shall be completed and closed on or before 12 o'clock noon on the ____ day of _____, 20____ (herein referred to as the "Possession Date") on which date the Purchaser shall have POSSESSION of the Property, vacant or subject to the following tenancy, (List any Tenancy):

6. ADJUSTMENTS: re: taxes, rents, insurance, utilities, condominium fees and other incoming and outgoing expense or revenue relating directly to the Property, shall be made as at Possession Date.

7. The Vendor shall maintain fire insurance coverage until the earlier of the Possession Date or the date that possession is given to the Purchaser and the Property and buildings shall be at the risk of the

Vendor until possession is granted. Upon the earlier of the Possession Date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser's expense effective immediately. Insurance coverage shall be in an amount at least equal to the greater of that portion of the Purchase Price remaining to be paid to the Vendor or the amount of insurance required by the Purchaser's mortgagee. In the event of any loss occurring before payment of the entire Purchase Price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid Purchase Price and second to the Purchaser as the Purchaser's interest may appear.

8. All existing awnings, screen doors, and windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical, plumbing and heating fixtures and attachments, furnace, trees and shrubbery, and the following: _____

are owned by the Vendor and conveyed to the Purchaser under this agreement free and clear of all encumbrances.

9. (a) Each party shall pay their own lawyer.
- (b) The Purchaser shall pay all Land Titles Registry fees to register the Property into the name of the Purchaser;
- (c) The Purchaser shall pay all Land Titles Registry fees to register any mortgage arranged by the Purchaser;
- (d) The Vendor shall pay all Land Titles Registry fees in connection with the discharge of any encumbrances required to be removed by the Vendor;
- (e) The Vendor shall transfer title to the Property to the Purchaser free and clear of all encumbrances except:
- (i) all standard utility easements;
 - (ii) Interest Register # _____
 - (iii) Interest Register # _____
- (f) Upon receiving the Purchase Price, the Vendor shall discharge the following encumbrances from the title to the Property:
- (i) Interest Register # _____
 - (ii) Interest Register # _____
- (g) If there is a Surveyor's Certificate/Real Property Report for the Property and the Vendor is able to provide a copy to the Purchaser or to the Purchaser's lawyer, the Vendor agrees to do so as soon as is reasonably possible after the acceptance of this offer by the Vendor.

10. The Vendor warrants that:

- (a) there is no Urea Formaldehyde insulation in the buildings;
- (b) the buildings are situated totally within the boundaries of the Property and do not encroach onto any other lands adjacent to the Property;
- (c) there are no encroachments onto the Property;
- (d) the buildings and the Property and their use comply with the zoning, building, fire safety and Property maintenance by-laws and the fire and building codes of or adopted by the municipality in which the Property is situated; and

(e) the building is classified for occupancy as a:

- _____ single family dwelling
- _____ duplex
- _____ condominium

11. If the Purchaser is a body corporate, the Purchaser hereby covenants and agrees with the Vendor that:

- (a) **The Land Contracts (Actions) Act** (Saskatchewan) shall have no application to any actions as defined in the said Act with respect to this agreement or any agreement arising from it;
- (b) **The Limitation of Civil Rights Act** (Saskatchewan) shall have no application to:
 - i) this agreement;
 - ii) the sale and purchase constituted by the execution of this agreement;
 - iii) any charge or other security for payment of the money made, given or created by this agreement;
 - iv) any agreement or instrument renewing or extending or collateral to this agreement; or
 - v) the rights, powers, or remedies of the Vendor under this agreement or other security, agreement, or instrument referred to or mentioned in Subsections (iii) or (iv) above.

12. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the Property as it stands at the price and terms and subject to the conditions in this agreement. **TIME shall be of the essence of this agreement.**

13. The Vendor and the Purchaser agree that the representations and warranties contained in the Property Condition Disclosure Statement shall form part of this agreement and that all of the representations, warranties and covenants contained in this agreement and in the Property Disclosure Statement shall not merge with and shall survive the closing of the purchase and sale and the transfer of Title to the Property into the name of the Purchaser and shall be enforceable by the Purchaser after such transfer.

14. This Offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to one minute before midnight on the ____ day of _____, 20____. If not accepted by that time, the offer is withdrawn.

15. Upon acceptance of this Offer within the time set out in Section 14, this agreement shall be a contract of purchase and sale and be binding on the Vendor and Purchaser, their respective heirs, executors, administrators, successors and assigns.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED)
 in the presence of:) _____
) Purchaser
) _____
 _____)
 Witness Purchaser

Purchaser's Lawyer: _____
(name of lawyer)

Address: _____
Phone No.: _____
Fax No.: _____

ACCEPTANCE

The Vendor ACCEPTS the above Offer together with all conditions contained in it and covenants to carry out the sale on the terms and conditions set out in the Offer.

The Vendor certifies that the Vendor is a resident of Canada as defined under the provisions of Section 116 of The Income Tax Act.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED)
in the presence of:) _____
) Vendor
) _____
) _____
Witness _____ Vendor

Vendor's Lawyer: _____
(name of lawyer)
Address: _____
Phone No.: _____
Fax No.: _____

CONSENT OF NON-OWNING SPOUSE

I, _____, NON-OWNING SPOUSE OF _____, consent to the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the Property described in the above disposition in favour of the Purchasers described therein to the extent necessary to give effect to this agreement.

Non-Owning Spouse

THE HOMESTEADS ACT, 1989
CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, of _____, in the Province of Saskatchewan, a Notary Public/Practising Solicitor, CERTIFY that I have examined _____, non-owning spouse of _____, the owning spouse in the attached agreement, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

- (a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his/her rights in the homestead.

I FURTHER CERTIFY that I have not, nor has my employer, partner or clerk, prepared the attached agreement, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED the ____ day of _____, 20____.

A NOTARY PUBLIC/ PRACTISING
SOLICITOR in and for the Province of
Saskatchewan.

PROVINCE OF SASKATCHEWAN)
TO WIT:)

THE HOMESTEADS ACT, 1989 - AFFIDAVIT

I, _____, of _____, in the
Province of Saskatchewan, MAKE OATH AND SAY:

- 1. I am a one of the parties to the within agreement.
- 2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

- 2. I have no spouse.

SWORN BEFORE ME at the City of _____)
_____, in the Province of _____)
Saskatchewan this ____ day of _____)
_____, 20____.)
_____)

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
Being a Solicitor. OR My Commission expires:

PROVINCE OF SASKATCHEWAN)
TO WIT:)
)

THE HOMESTEADS ACT, 1989 - AFFIDAVIT

I, _____, of _____, in the
Province of Saskatchewan, MAKE OATH AND SAY:

- 1. I am one of the parties to the within agreement.
- 2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

- 2. I have no spouse.

SWORN BEFORE ME at the City of _____)
_____, in the Province of _____)
Saskatchewan this ____ day of _____)
_____, 20____.)
_____)

A COMMISSIONER FOR OATHS in and

for the Province of Saskatchewan
Being a Solicitor. OR My Commission expires:

Schedule "A"**PROPERTY CONDITION DISCLOSURE STATEMENT**

The following is a statement made by the Vendors concerning the condition of the Property designated in the attached Offer to Purchase.

=====THE VENDORS ARE RESPONSIBLE FOR THE ACCURACY OF THE ANSWERS ON THIS DISCLOSURE STATEMENT AND WHERE UNCERTAIN SHOULD REPLY "DO NOT KNOW".

GENERAL	THE SELLERS MUST INITIAL EACH RESPONSE BOX			
	YES	NO	DO NOT KNOW	DOES NOT APPLY
Is the dwelling connected to a public sewer system?				
Is the dwelling connected to a public water system?				
Are the improvements connected to a private or a community water system?				
Is the present use a non-conforming use?				
Does the Property contain unauthorized accommodation?				
Is the ceiling insulated?				
Do the dwellings/improvements contain asbestos insulation?				
Do the dwellings/improvements contain urea formaldehyde insulation?				
Does the wood stove/fire place and/or insert meet the current fire insurance standards?				
Have you received any notice or claim affecting the Property from any person or public body?				
Have you received notice of an investigation being undertaken or a complaint being filed or have you received a warning letter in respect of the Property under <i>The Safer Communities and Neighbourhoods Act</i> (Saskatchewan)?				
Has there been an application made for a Community Safety Order or has a Community Safety Order issued in respect of the Property under <i>The Safer Communities and Neighbourhoods Act</i> (Saskatchewan)?				
Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____.				

STRUCTURAL

IN THIS PART, THE VENDORS SHALL NOT BE LIABLE FOR ANY ERROR, INACCURACY, OR OMISSION IF THE VENDORS HAVE NO PERSONAL KNOWLEDGE OF THAT ERROR, INACCURACY OR OMISSION.

	YES	NO	DO NOT KNOW	DOES NOT APPLY
Are you aware of any additions or alterations made without a required permit?				
Are you aware of any structural defects with the dwelling/improvements?				
Are you aware of any problems with the heating system?				

Are you aware of any problems with the central air conditioning system?				
Are you aware of any moisture and/or water problems in the basement or crawl space?				
Are you aware of any damage due to wind, fire, water, insects or rodents?				
Are you aware of any roof leakage or unrepaired damage?				
Are you aware of any problems with the electrical system?				
Are you aware of any problems with the plumbing system?				
Are you aware of any problems with the swimming pool and/or hot tub and/or underground sprinklers?				
Are you aware of any problems with built-in appliances or attached fixtures?(eg. garage door opener, central vac, dishwasher, water softener, etc.)				
Are you aware of any encroachments or unregistered rights of way?				
Are you aware of or have you been charged any local improvement levies or taxes?				
Are you aware of any problems re: quantity or quality of well water (Gal/min. if known _____)?				
Are you aware of any problems with the septic system?				

CONDOMINIUM PROPERTY

	YES	NO	DO NOT KNOW	DOES NOT APPLY
Are there any special assessments voted on or proposed?				
Are there any pending rules or bylaw amendments which may alter the uses of the Property?				
Are there any restrictions on pets, children, or rentals?				
Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____.				

GST COMPLIANCE

Is the complex being sold a "residential complex" within the meaning of the Excise Tax Act (Canada)?	YES	NO
Is the Vendor a Builder of the residential complex within the meaning of the Excise Tax Act (Canada)?		
Has the Vendor previously claimed an input tax credit in respect of the complex?		
Does the Vendor certify for the purpose of Section 194 of the Excise Tax Act (Canada) that the sale of the residential complex referenced in this agreement is an exempt supply under Part I of Schedule V of the Excise Tax Act (Canada) where the Vendor is not a "builder" and the Vendor has not previously claimed an input tax credit in respect of the complex		

ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional paper if necessary)

The Vendor represents and warrants to the Purchaser that the above information is true, based on the Vendors' current actual knowledge as of the above date. Any important changes to this information made known to the Vendor will be disclosed by the Vendor to the Purchaser prior to closing.

DATED this ____ day of _____, 20__.

Vendor _____ Vendor _____

The Purchasers acknowledge that they have received and read a signed copy of this disclosure statement on the ____ day of _____, 20__.

Purchaser _____ Purchaser _____

SCHEDULE "B"

SPECIAL CONDITIONS FOR CONDOMINIUM UNITS

This Schedule "B" is attached to and forms part of an Offer to Purchase by:

_____ (Full name of Purchaser)

to:

_____ (Full name of Vendor)

in respect of the Property commonly known as: _____

Within ten (10) days after acceptance of the Offer to Purchase, at the Vendor's expense, the Vendor shall obtain and deliver to the Purchaser or the Purchaser's lawyer the following:

- (a) a copy of the latest amended by-laws of the Condominium Corporation in which the building is situated (the "Condominium Corporation");
- (b) a copy of the most recent financial statements of the Condominium Corporation (audited statements if available);
- (c) a copy of the Condominium Corporation Insurance Certificate or Policy;
- (d) Management agreement(s) (if any) regarding the Condominium Corporation;
- (e) most recent budget of the Condominium Corporation and particulars of any common expense, reserve fund and extra-ordinary contributions levied respecting the Property;
- (f) written confirmation of parking/storage facilities and exclusive use areas (if any) included in the purchase price and any related costs or charges; and
- (g) An original signed copy of the Estoppel Certificate from the Condominium Corporation in the form required by the Condominium Property Act, 1993.
- (h) Confirmation from the Condominium Corporation that the parking and any exclusive use areas that form part of the Property or to which the Purchaser will be entitled to exclusive use as the owner of the Property are as follows:
(delete any parts not applicable)
 - (i) parking space no. _____; rent \$ _____ per _____;
 - (ii) storage locker space no. _____;
 - (iii) patio/balcony; and
 - (iv) other _____