

# OFFER TO PURCHASE



THE UNDERSIGNED, \_\_\_\_\_, (hereinafter called the "Purchaser") HEREBY OFFER TO PURCHASE from \_\_\_\_\_, (hereinafter called the "Vendors") the real property described below and situated at \_\_\_\_\_, \_\_\_\_\_, Saskatchewan, and legally described as:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_  
\_\_\_\_\_, Saskatchewan

FOR the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

(Hereinafter called the "Purchase Price"). The Purchase Price shall be payable as follows:

- a) \$ \_\_\_\_\_ at the date hereof, as a Deposit, to be held in trust by the Vendor's solicitors pending completion or other termination of the Agreement contemplated by this Offer to Purchase and to be credited on account of this Purchase Price upon the closing of the transaction contemplated herein;
- b) \$ \_\_\_\_\_ by new mortgage/assumption of the existing mortgage registered against the Real Property; and
- c) The balance of \$ \_\_\_\_\_ forthwith upon the registration of legal title for the Real Property in the name of the Purchaser, or their designate, as certified by documentation satisfactory to the Purchaser's Solicitor issued out of the Land Titles Registry.

- 1) The within Offer to Purchase shall be subject to the following conditions:
  - a) The Purchaser obtaining approval of a mortgage on the above property on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2009.
  - b) a satisfactory home inspection at the buyers' expense; and
  - c) a Property Condition Disclosure Statement satisfactory to the buyer; and
  - d) a SaskEnergy gas line inspection indicating no encroachments; and
  - e) \_\_\_\_\_.

In the event the conditions set out in this clause 1 have not been fulfilled or performed, the deposit shall be forthwith returned to the Purchaser and the agreement created by acceptance of this Offer to Purchase shall be null and void.

- 2) This transaction of purchase and sale shall be completed and closed on or before 12:00 noon on the \_\_\_\_\_ day \_\_\_\_\_ of 2009, (hereinafter referred to as the "Possession Date") on which date the Purchasers shall have vacant possession of the Real Property.

- 3) The Purchaser agrees to pay to the Vendor interest at the rate of Five (5%) percent per annum on any portion of the Purchase Price not received by the Vendor's solicitors as at the Possession Date, to be calculated from the Possession Date or receipt by the Purchaser's solicitors of a registrable Transfer of Title to the Real Property, whichever last occurs, until monies are paid to the Vendor's solicitors. A registrable Transfer of Title means a Transfer that will provide the Purchaser with title, clear of all encumbrances, save only those encumbrances set out above.

- 4) All adjustments including taxes and utilities, insurance, rents, water charges, and other income and expenses are to be made as at the Possession Date.

- 5) The Purchaser acknowledges hereby that the Vendor has made no promises, representations, undertakings or guarantees, except as follows:

\_\_\_\_\_.

6) (a) The Vendor warrants that all items intended to pass with the Real Property are free from encumbrances and shall be and remain as is at the date of acceptance of this offer. The items intended to pass with the Real Property are as follows: blinds, 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

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and are conveyed to the Purchaser under this Agreement;

(b) The Vendor warrants that the Real Property does not contain Urea Formaldehyde Foam Insulation;

(c) The following items are not included:

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7) The Vendor and the Purchaser agree to execute promptly, when prepared, any documents required to complete this transaction. The Vendor shall pay for the preparation of the Transfer of Title and the Purchaser shall pay for the registration of the Transfer of Title under the Land Titles Act. The costs relating to any mortgage or other financing of the Purchase Price shall be paid by the Purchaser. The costs of discharging any existing mortgages or other encumbrances not assumed by the Purchaser shall be paid by the Vendor.

8) If this offer is not accepted, the entire deposit, and any other monies paid, without interest, shall be returned to the Purchaser. If this Offer is accepted and if the Purchaser fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms of the agreement created by acceptance of this Offer to Purchase, this agreement shall be void at the Vendor's option and the Purchaser agrees that the said deposit shall be forfeited to the Vendor.

9) The Purchaser hereby agrees to purchase the Real Property as it stands at the price and terms set forth above and subject only to the conditions listed in clause I hereof.

10) Time shall, in every respect, be of the essence of this Agreement.

11) Upon acceptance of this Offer to Purchase within the time prescribed herein this agreement shall constitute a binding contract of purchase and sale and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12) This Offer to Purchase is open for acceptance by the Vendor up to \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

DATED at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

SIGNED, SEALED AND DELIVERED

) IN WITNESS WHEREOF

in the presence of:

) I have hereunto set my hand and seal

)

\_\_\_\_\_

) \_\_\_\_\_

Witness

Purchaser

\_\_\_\_\_

\_\_\_\_\_

Witness

Purchaser

**ACCEPTANCE**

WE/I HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above-mentioned and we/I hereby certify that we/I are/am a resident of Canada as defined under the provisions of Section 116 of the Income Tax Act.

DATED at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

SIGNED, SEALED AND DELIVERED

) IN WITNESS WHEREOF

in the presence of

) I have hereunto set my hand and seal

)

\_\_\_\_\_

\_\_\_\_\_

Witness

Vendor

\_\_\_\_\_

\_\_\_\_\_

Witness

Vendor