

OFFER TO PURCHASE

I/WE _____

ADDRESS _____

TELEPHONE: _____

having inspected the real property hereinafter described, hereby offer to purchase from:

NAME _____

ADDRESS _____

TELEPHONE: _____

for property located at _____

LOT NO _____ BLOCK _____ PLAN _____

subject to the reservations and exceptions appearing in the existing certificate of title and free and clear of all encumbrances except such encumbrances as are hereinafter expressly excepted, for the sum of
Dollars ("the Purchase Price").

1. The Purchase Price is to be paid as follows:
(cross out and initial any subsection not applicable)

- | | |
|----------|--|
| a) _____ | as a deposit paid to the Vendor's lawyer to be credited towards the purchase price. The deposit is not refundable under any circumstances including failure to remove conditions and under those circumstances shall be deemed to be liquidated damages and not a penalty. |
| b) _____ | by a new mortgage to be arranged by the Purchaser at his expense |
| c) _____ | by assumption of the Vendor's existing mortgage in favour of |
| d) _____ | cash to be paid subject to the adjustments herein provided to the Vendor or his lawyer no later than 3 days prior to Possession Date. |

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

a) The Purchaser obtaining approval of mortgage on the property in the amount set forth in clause (1)(b) on or before the day of 2022.

b) (List any other conditions)

In the event that all of the conditions have not been fulfilled or performed as of the day of 2022, then the deposit shall be returned to the Purchaser and this agreement shall be null and void.

3. The Purchaser agrees to pay to the Vendor interest at the rate of _____ % per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Vendor or his solicitor as at the possession date, to be calculated from the possession date or receipt by the Purchaser's Solicitor of a registerable transfer of title, whichever last occurs, until monies are paid to the Vendor or his Solicitor. A registerable transfer of title means a transfer that will provide the Purchaser with title, clear of all encumbrances, except as herein expressly provided.

4. The Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the Purchaser. The Purchaser agrees to accept title subject to all utility easements and in addition the following:

5. This transaction of purchase and sale shall be completed and closed on or before the _____ day of 2022, (hereinafter referred to as the "completion" or "possession date") on which date the Purchaser shall have POSSESSION, vacant or subject to the following tenancy: (List any Tenancy)

6. ADJUSTMENTS: re: taxes, rents, insurance, utilities and other incoming and outgoing to be made as at possession date. Local Improvement taxes shall be assumed by the Purchaser without any deduction in price, except the current year's levy shall be adjusted.

7. The Vendor shall maintain fire insurance coverage until the completion of the within transaction or possession is given to the Purchaser and the property and premises thereon shall likewise be at the risk of the Vendor until such time. Upon completion or possession whichever first occurs, the Purchaser shall place and maintain fire insurance coverage at his expense effective immediately. In the event of any loss occurring before payment of all monies due and owing to the Vendor, payment of insurance proceeds shall be made to the unpaid Vendor on account of the purchase price as provided herein and subject to the terms and conditions and thereafter to the Purchaser as the Purchaser's interest may appear.

8. The Vendor warrants that all items sold are free from encumbrances and shall be and remain as is at the date of acceptance of this Offer and at the cost of the Vendor including insurance coverage until adjustment date. The following are all owned by the Vendor and conveyed to the Purchaser under this agreement: all awnings, screen doors and windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical plumbing and heating fixtures and attachments, furnace, antenna, trees and shrubbery, water heater ____yes____no, water softener ____yes____no, sump pump ____yes____no, storage shed ____yes____no, blinds/verticals____yes____no, surveyor's certificate ____yes____no, plus the following:

are owned by the Vendor and conveyed to the Purchaser under this Agreement. (The Vendor warrants that all items are free from encumbrances and shall be and remain as is at the date of acceptance of this Offer and at the cost of the Vendor including insurance coverage until possession date.)

9. (a) Each party shall pay their own legal fees.

(b) The Purchaser shall be responsible for all registration fees payable to the Land Titles Office to permit the registration of said property in the name of the Purchaser or his nominee.

(c) The Vendor shall be responsible for the Land Titles registration fees in connection with the removal of any encumbrances required to be removed on behalf of the Vendor, where applicable.

10. This Offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to one minute before midnight the day of 2022 .

11. The Vendor hereby warrants:

(a) that there is no Urea Formaldehyde insulation in the within premises.

(b) that all buildings and any other structures on the land are wholly situated on the land in compliance with current local zoning bylaws and local building codes and do not extend over any boundaries of the land or over any parts of the land covered by easements.

12. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements whatsoever other than those contained in this agreement and I hereby agree to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth. **Time shall be of the essence of this agreement.**

13. The Vendor warrants that the subject property is a residential complex, that he has not claimed in input tax credit in respect of his acquisition of or improvement to the property and that this sale is thereby exempt from Goods & Services Tax.

14. Upon acceptance of this Offer within the time prescribed in Section 10, this agreement shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

DATED at Saskatoon, Saskatchewan, this day of 2021.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Purchaser

Witness

Purchaser

Purchaser's Lawyer:
Nolan G. Courteau
MacDermid Lamarsh
306-380-9112

Address & Phone No.

NOTE THE VENDOR SHOULD CONSULT HIS LAWYER PRIOR TO ACCEPTING THIS OFFER

ACCEPTANCE

I/WE 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.

I/WE HEREBY CERTIFY that I am a resident of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I will provide satisfactory evidence of such residency.

DATED at Saskatoon, Saskatchewan, this day of 2002.

SIGNED, SEALED AND DELIVERED
in the presence of:

WITNESS

VENDOR

WITNESS

VENDOR

Vendor's Lawyer:
Nolan G. Courteau
MacDermid Lamarsh
306-380-9112

**NOTICE TO VENDOR THAT CONDITIONS
OF OFFER FULFILLED**

ATTACHED TO AND FORMS PART OF THE AGREEMENT

BETWEEN: PURCHASER

AND

VENDOR

DATE:
(Original Date of Offer)

ADDRESS OF PROPERTY:

LOT _____ BLOCK _____ PLAN _____

TAKE NOTICE THAT THE FOLLOWING CONDITION(S) IN THE OFFER TO PURCHASE
HAVE BEEN FULFILLED OR PERFORMED NAMELY:

MORTGAGE APPROVAL ON THE PROPERTY HAS BEEN OBTAINED FOR THE
AMOUNT AS SET FORTH IN THE OFFER.

DATE: _____ BANK _____

(Loans Officer)

DATED this day of 2022.

WITNESS

PURCHASER

WITNESS

PURCHASER

COUNTER OFFER

This Counter Offer is attached to and forms part of the Offer to Purchase made by:

PURCHASERS:

TO THE VENDOR:

in respect of the property located at:

and dated 2022.

The Vendor accepts the attached offer and all its terms and conditions subject to the following adjustments:

This Counter shall be open for acceptance by the Purchasers until , the day of 2022, after which time if not accepted by the Purchasers, this counter offer shall be null and void and any deposit paid shall be returned to the Purchaser without interest.

I HEREBY CERTIFY that I am a resident of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I will provide satisfactory evidence of such residency.

DATED at this day of 2022.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

VENDOR

ACCEPTANCE

I/WE hereby accept the above Counter Offer together with all conditions contained herein and covenant to carry out the sale on the terms and conditions above mentioned.

DATED AT this day of 2022.

WITNESS

PURCHASER

WITNESS

PURCHASER