**OFFER TO PURCHASE**

VENDOR: **8824371 Canada Inc.** (represented by Farzad Shodjai)

209, Oakridge, Baie d’Urfé (Qc) H9X 2N3

(514) 457-5911

PURCHASER 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name)

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(address)

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(address)

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(Tel:) (email)

PURCHASER 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name)

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(address)

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(address)

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(Tel:) (email)

The Purchaser hereby offers to purchase from the Vendor a land situated in the domiciliary project SENNEVILLE SUR LE PARC, under the following terms and conditions:

**1. DESCRIPTION**

Lot number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon the cadastre du Québec, having an approximate area of \_\_\_\_\_\_\_\_\_\_\_\_\_ sq. ft.

Being a land fronting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street. (To be confirmed by Closing date) (Shown on development plan as Job number \_\_\_\_\_\_\_\_\_\_\_\_)

**2. PRICE**

The sale is made for a sum of:

PRICE $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plus $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (GST)

Plus $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (QST)

**TOTAL** $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With this promise to purchase, the Purchaser hereby remits the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , by cheque to the order of Mtre Robert P. Gosset, notary, in trust which shall be cashed upon acceptance of this promise to purchase. This sum shall be applied to the purchase price with the execution of the deed of sale.

Upon execution of the notarial deed of sale, the Purchaser shall remit, by bank draft or electronic wire transfer to the order of Mtre Robert P. Gosset, notary, in trust, the totality of the sale price, considering that all deposits made by the Purchaser to the Vendor prior to the signature of the sale shall be deducted from the sale price.

**3**.**POSSESSION AND ADJUSTMENTS**

Possession and occupancy shall be provided by Vendor at the signature of the deed of sale.

All adjustments shall be made as of the date of the sale.

**4. INCLUSIONS**

The following items are included in the sale:

* All underground infrastructures for sewer, water supply, electricity and natural gas. Such services to be brought to the perimeter of the lot by Vendor.
* All service connections of the land sold will be at the Purchaser’s expense.

**5. CLOSING OF THE DEED OF SALE AND PAYMENT OF FEES**

The deed of sale shall be signed before Mtre Robert P. Gosset, notary (or one of his associates),

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The purchaser shall pay all fees related to the sale, with the exception of the fees related to the Vendor’s hypothecs that may affect the land sold which will be at his own expense. The Purchaser shall be responsible for and shall pay, in addition to the Purchase Price, the fees of the Notary, all registration fees payable in respect of registration by Purchaser of any documents on or after Closing and all federal and provincial sales and other Taxes, if any, payable by a Purchaser upon or in connection with the conveyance or transfer of the Property, including provincial retail sales tax, goods and services tax and harmonized sales tax, and, upon reasonable request of the Vendor, the Purchaser shall furnish proof of such payment to the Vendor. The Purchaser shall be responsible and shall pay all mutation and land transfer taxes and all fines, penalties and interest, if any, payable on the transfer of the Property to the Purchaser and shall indemnify and hold harmless the Vendor in this regard.

**6. PARTICULAR CONDITIONS OF THE SALE**

i) The sale is made under the condition that the Purchaser undertakes to comply with the *Migratory Bird Sanctuary Regulations* (C.R.C., ch. 1036).

ii) If the residence constructed by the Purchaser on the land sold is not equipped with a natural Gaz heating system, then the Purchaser shall have to pay to the Vendor a penalty of $5 000,00, plus taxes. This condition will appear in the deed of sale. A resolutely clause to this effect will be added to the deed of sale, the Vendor accepting to yield his rank in favor of any financial institution financing the construction.

iii) To assure the architectural harmony of the project “**Senneville sur le parc”**, regarding the position and height of the houses and the height of exterior landscaping, the Purchaser will have to perform the survey work by Horizon land surveyors Inc. All fees will be at the Purchaser’s expense and the vendor does not guaranty the quality of services rendered by the firm.

iv) Conform to all Laws, By-Laws, and Regulations in force and applicable in the Senneville Village regarding the construction of a new residence including the **“Guide to Architectural Principles, appendix 4 to by-law no. 452”.**

v) The Purchaser declares that there is no real estate agent involved in this transaction.

vi) The Purchaser hereby appoints the Vendor as his delegate to sign on his behalf any servitude of public utility with the municipal authorities, Hydro-Quebec, Bell and/or any other service supplier regarding aerial and underground lines already installed or to be installed on the land sold, as required for development of the project. This mandate will also appear in the deed of sale.

vii) The purchaser agrees that the only sign that he, his builder or his representative is allowed to be erected during construction shall not measure more than 2 feet by 3 feet.

**7. WARRANTY**

This sale is made with legal warranty, except for the soil quality, however the following three reports are available for consultation.

1- Étude géotechnique préliminaire développement résidentiel et industriel, 31 janvier 2014, report # M032257-A1 prepared by the firm Inspec-Sol.

2- Évaluation environnementale de site- phase I, 19 avril 2017, report # 1131214/E1 prepared by the firm GHD.

3- Caractérisation environnementale des sols – phase II et étude géotechnique, 28 aout 2017, report # 11118818/E1 prepared by the firm GHD.

The vendor declares that, to his best knowledge, all abandoned underground infrastructures have been removed or filled with concrete. Please consult the plan prepared by EFEL Experts-conseils and Horizon for approximate location of these infrastructures. The vendor does not rule out that there might be some additional infrastructures.

**8. VENDOR’S Deliverables & OBLIGATIONS**

i) The immovable will be delivered by the Vendor on the date of the occupancy in the same state as it was on signature of the offer to purchase.

ii) The vendor shall provide to the purchaser good and clear property titles, free of all charges and encumbrances, with exception to those previously disclosed to the purchaser and to all public utilities servitudes.

iii) The Vendor declares that to his knowledge the land sold is in conformity with all bylaws and regulations and he has not received any notice from any authority sating otherwise.

If such a notice is received after the signature of the offer to purchase, the Vendor obliges itself to inform the Purchaser of such notice. The Purchaser shall have the option to withdraw from the present offer to purchase, in which case the offer will become null and void and all deposits made by the Purchaser shall be reimbursed, unless the Vendor rectifies the non-conformity disclosure before the signature of the deed of sale.

iv) The Vendor will provide a conformity certificate from the appropriate authority that it has validly acquired the immovable sold and has the power to sell it without any other formality then those that have already been respected.

v) The Vendor will guaranty to the Purchaser that the immovable sold can be used for residential purposes as described in the **Senneville sur le parc** project outline as attached hereto as Schedule “A”

vi) The Vendor declares that he is not a Non-Resident. It is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

vii) Ownership, occupancy and vacant possession of the Property shall be delivered to Purchaser on the Closing Date. Vendor warrants that on the Closing Date, all customary adjustments shall be made and any real estate taxes in arrears including interest thereon, if any, shall be paid by Vendor by deduction from the proceeds of this sale and remitted immediately to the appropriate taxing authority From and after the Closing Date, Purchaser shall assume payment of all real estate taxes, including future instalments of special taxes, if any, heretofore imposed, payment whereof is permitted to be made over a number of years.

viii) Vendor warrants that on the date of execution of the Deed of Sale, there shall be no contracts, agreements (including agreements for future commissions payable), arrangements or understandings between Vendor and/or any of its affiliates which were predecessors in title with any third parties affecting the Property or to which Purchaser would be bound.

ix) It is understood and agreed that the Purchase Price does not include the Goods and Services Tax (GST) nor the Quebec Sales Tax (QST), payment of which said taxes shall be the sole responsibility of the Purchaser. It is acknowledged and agreed, however, that if the Purchaser remits prior to the Closing Date, satisfactory evidence that the Purchaser is registered for the GST and the QST under the relevant fiscal laws with respect thereto, then the Purchaser shall not be obliged to remit payment of said GST and QST to the Notary at the execution of the Deed of Sale.

x) All Vendor's representations and warranties herein contained shall be true and correct on the date of execution of the Deed of Sale.

xi) The vendor declares that the subdivision plan creating the lot presently sold has not yet been officially registered. In the event that the plan can not be registered in time for the closing due to any reasons out of the control of the vendor, the present offer to purchase shall, at the option of the Vendor, become null and void, without any further recourse and the deposit shall be returned to the Purchaser.

**9. ARBITRATION**

The parties oblige themselves and their representatives to subject any disputes arising from this contract concerning, in particular but not exclusively, its validity, interpretation, enforcement, nullity, or resolution, and which cannot be settled by agreement between the parties to the exclusive jurisdiction of an arbitrator. The matter shall be subjected to the arbitrator’s decision if the parties agree on the arbitrator’s nomination in the seven (7) days following the notice delivered by a party to the other explaining the matter of dispute. If the parties do not agree in the given delay, the parties shall refer themselves to the *Civil procedure code*’s terms on arbitration.

SIGNED in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

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PURCHASER 1

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PURCHASER 2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS

ACCEPTED BY THE VENDOR:

SIGNED in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

8824371 CANADA INC. - VENDOR

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed in two (2) original copies.